

LIBER

480

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

David L. Weber
Susanne H. Weber

Chesapeake Mobile Home Court #157B
Hanover, Maryland 21076

AA Co.

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items)
of property (the collateral).

1985 Liberty Supra Mobile Home, 70 X 14, Walnut/Buckskin
Serial # 08-L-55161

2. Proceeds and products of the collateral are also specifically
covered.

3. Mr. Clerk: Mail instrument to secured party named above at
the address stated.

RECORD FEE 10.00
POSTAGE .50
RECORDS DIVISION NOV 28 84

Debtor

Secured Party

X David L. Weber
DAVID L. WEBER

THE SAVINGS BANK OF BALTIMORE

Susanne H. Weber
SUSANNE H. WEBER

BY Richard P. [Signature]

Note: This Financing Statement is being used to publicize a security
interest arising out of a conditional sales contract between Debtor and
Chesapeake Mobile Homes of Laurel, Inc., which has been
assigned to The Savings Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD
CREDIT COURT, BALTIMORE COUNTY

1984 NOV 28 PM 2:22 14p

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

1200
.50

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Stephen Gallis Dawn Gallis	Severn MHP Lot 14 7959 Telegraph Road Severn, Md. 21144

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203
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1. This financing Statement covers the following types (or items) of property (the collateral).
1 new 1984 Skyline Knollwood 70 x 14 serial 0810
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 10.00
POSTAGE .50
TOTAL PAID FOR THIS INSTRUMENT NOV 23 84

Debtor

Secured Party

Stephen Paul Gallis
STEPHEN P. GALLIS

THE SAVINGS BANK OF BALTIMORE

Dawn Maria Gallis BY Richard P. [Signature]
DAWN M. GALLIS

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and M&M Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD
CALVERT COUNTY, MARYLAND

1984 NOV 28 PM 2:22 KP

E. AUBREY COLLISON
CLERK

12.00
.50
Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Katherine E. Cleek
Donna L. Cleek

4 North Bruce Street
Laurel, Maryland 20707

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

1985 Liberty Supra Mobile Home, 52 X 14, Buckskin,
Serial # 08-L-55035

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE .50
NOV 28 1984

Debtor

Secured Party

Donna L. Cleek
DONNA CLEEK
Katherine E. Cleek
KATHERINE CLEEK

THE SAVINGS BANK OF BALTIMORE

BY Michelle R. Paralle

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 NOV 28 PM 2:22 KP

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.00
.50

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Richard P. James
Simone Schumacher

Ridge Chapel Road Lot 46
Hanover, Maryland 21076

A.A. 28

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

A 1985 Liberty "Supra Oakbrook", 14'x52', Grey, Serial number 08-L-55136.

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE 50
NOV 28 1984

Debtor

Secured Party

Richard P. James

THE SAVINGS BANK OF BALTIMORE

RICHARD P. JAMES

Simone Schumacher

BY *Michelle Spahr*

SIMONE SCHUMACHER

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Savings Bank of Baltimore.

Mailed to Secured Party

PCS 0847

RECEIVED FOR RECORD
AT COURT, BALTIMORE COUNTY

NOV 28 PM 2:22

LURRY COLLISION

*12.00
.50*

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of DebtorMailing Address

Arthur H. Waldron, JR.
 Kathleen D. Waldron
 Arthur H. Waldron
 Sandra R. Waldron

7959 Telegraph Road # 125
 Severn, Maryland 21144

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
 (Assignee)

Address: BALTIMORE AND CHARLES STREETS
 BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

1985 Liberty Leader Mobile Home, 60 X 14, Walnut/Buckskin
 Serial # 08-L-55072

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Arthur H. Waldron Jr.
 ARTHUR H. WALDRON JR.

Kathleen D. Waldron
 KATHLEEN D. WALDRON

Arthur H. Waldron
 ARTHUR H. WALDRON

Sandra R. Waldron
 SANDRA R. WALDRON

THE SAVINGS BANK OF BALTIMORE

BY Michelle Shear

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Savings Bank of Baltimore.

RECORD FEE 14.00
 POSTAGE .50
 NOV 28 1984

PCS 0847

RECEIVED FOR RECORD
 CIRCUIT COURT BALTIMORE COUNTY

1984 NOV 28 PM 2:22

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

14.00
.50

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Clarice Pauline Martin

Roll Mobile Home Park
Lot #64
Millersville, MD 21108

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

1985 Imperial New Regal 56x12 Mobile Home Serial #85487

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORDED FEE 11.00
POSTAGE 20
NOV 28 1984
NOV 28 84

Debtor

Secured Party

Clarice P. Martin
CLARICE P. MARTIN

THE SAVINGS BANK OF BALTIMORE

BY Richard P. ...

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD
CLERK COURT, BALTIMORE COUNTY

1984 NOV 28 PM 2:22 *Kp*

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00
50

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Kevin B. Shelley
Cheryl A. Shelley

74 Chesapeake Court
Hanover, MD 21076

Handwritten: H.A. Co.

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items)
of property (the collateral).

1984 New Liberty 70x14 Mobile Home Serial #53735

2. Proceeds and products of the collateral are also specifically
covered.

3. Mr. Clerk: Mail instrument to secured party named above at
the address stated.

RECORDATION FEE 12.00
POSTAGE .50
NOV 28 1984

Debtor

Secured Party

Kevin Shelley
KEVIN B. SHELLEY
Cheryl Shelley
CHERYL SHELLEY

THE SAVINGS BANK OF BALTIMORE

BY *Pichelle R. ...*

Note: This Financing Statement is being used to publicize a security
interest arising out of a conditional sales contract between Debtor and
Chesapeake Mobile Homes, Inc., which has been
assigned to The Savings Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD
BALTIMORE COUNTY

1984 NOV 28 PM 2:22 *Xp*

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.50

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Victor Freeman, Sr.
Doris Freeman

Lot 58 Colonial Manor
Annapolis, MD 21401

AA Co

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

- 1. This financing Statement covers the following types (or items) of property (the collateral).

1985 New Imperial 70x14 Mobile Home Serial #85467 Regal 413

- 2. Proceeds and products of the collateral are also specifically covered.

- 3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORDED
FEE \$1.00
MISTAKE
NOV 28 1984

Debtor

Secured Party

Victor E. Freeman Sr.
VICTOR FREEMAN, SR.

THE SAVINGS BANK OF BALTIMORE

Doris Freeman
DORIS FREEMAN

BY *Michelle Spaulding*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

Mailed to Secured Party

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 NOV 28 PM 2:22 *KP*

E. AUDREY COLLISON
CLERK

1200.50

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Glen & Victoria Gray

Box 175 Chesapeake Court
Hanover, MD 21076

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1984 New Liberty 70x14 3BCFKCSW Mobile Home Serial #54726
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORDED FEE 12.00
POSTAGE .50
NOV 24 1984 11:42
NOV 28 84

Debtor

Secured Party

Glenn Charles Gray
GLENN C. GRAY

THE SAVINGS BANK OF BALTIMORE

Victoria Jean Gray
VICOTRIA J. GRAY

BY Michelle Meahle

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

Mailed to Secured Party

PCS 0847

RECEIVED CIVIL RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 NOV 28 PM 2:23 KP

E AUBREY COLLISON
CLERK

12.00
50

BOOK - 480 PAGE 10

254635

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING
STATEMENT RECORDS OF THE CIRCUIT
COURT FOR ANNE ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX

1984 OCT 19 A 11:41

This Financing Statement is presented to a Filing
Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: K & B PROPERTIES
111 Hillsmere Drive
Annapolis, MD 21403
2. NAME AND ADDRESS OF SECURED PARTY: ANNE ARUNDEL COUNTY,
MARYLAND
Arundel Center
Calvert and
Northwest Streets
Annapolis, MD 21401
3. NAME AND ADDRESS OF ASSIGNEE: SEVERN SAVINGS ASSOCIA-
TION OF ANNAPOLIS, INC.
c/o Hyatt, Chep &
Winegrad, P.A.
1919 West Street
P.O. Box 1852
Annapolis, MD 21404

4. This Financing Statement covers the following
types (or items) of property:

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations

RECEIVED FOR RECORD
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

1984 NOV 28 PM 2:23 *Kp*

E. AUDREY COLLISON
CLERK

21⁰⁰/₅₀

of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real Property is also described in a certain Deed of Trust dated October 16, 1984 (the "Closing Date"), between the Debtor and Alan J. Hyatt and Alan Chep, trustees (the "Deed of Trust"). The Debtor is a record owner of the Real Property.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, Proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(e) The interest of the Debtor in all right, title, and interest in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all accounts and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in the Escrow Fund created under and defined in the Financing Agreement (hereinafter defined).

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and under and pursuant to the Loan and Financing Agreement dated the Closing Date (the "Financing Agreement"), by and among the Secured Party, Severn Savings Association of Annapolis, Inc., as Escrow Agent, the Debtor and the Assignee, as security for the loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement. Such security interest has been assigned by the Secured Party to the Assignee under the Financing Agreement as security for the Secured Party's Anne Arundel County, Maryland Industrial Development Revenue Bond (K & B Properties Project), 1984 Series (the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Secured

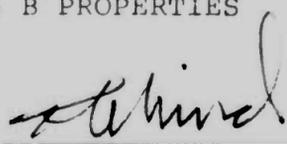
BOOK - 480 PAGE 13

Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

K & B PROPERTIES

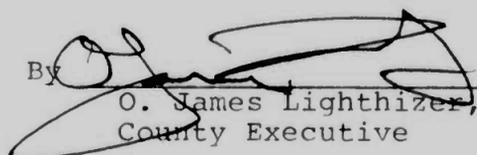
BY


KENNETH NIEFELD,
GENERAL PARTNER

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

BY


O. James Lighthizer,
County Executive

Filing Officer: Return to:

Diane T. Sadtler, Legal Assistant
Miles & Stockbridge
401 Washington Avenue
Suite 701
Towson, Maryland 21204

Mailed to: _____

EXHIBIT A

BOOK - 480 PAGE 14

ALL that lot of ground situate in Anne Arundel County, State of Maryland and described as follows, that is to say:

BEGINNING for the same at a pipe found at the end of the South 27° 53' 30" East 292.17 foot line of the conveyance from the Coastal Development Corporation to Bernard L. Frishman and Nathan Wechsler by deed dated May 13, 1963, and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1657, folio 394, said point being on the southwest side of Bay Ridge Road, 40 feet wide, and running from said beginning point so fixed and with part of the South 33° 18' 10" West 645.5 foot line of the above mentioned conveyance which is also part of the North 33° 18' 10" East 271.18 foot line of the conveyance from Hillsmere Estates, Inc to Joseph Donner and Rose, his wife, by deed dated June 13, 1960, and recorded among the said Land Records in Liber G.T.C. 1399, folio 17, reversely, South 33° 18' 10" West 264.43 feet to a pipe found on the northeast side of the New Forest Drive right-of-way, as shown on State Roads Commission Plat No. 19882; thence with the northeast side of said New Forest Drive right-of-way, North 66° 10' 10" West 26.67 feet, North 65° 45' West 210.36 feet and North 70° 11' 40" West 22.08 feet to a pipe set in the North 33° 14' 20" East 463.72 foot line of the above mentioned conveyance to Bernard L. Frishman and Nathan Wechsler; thence with part of said line, North 33° 14' 20" East 447.85 feet to a pipe found on the southwest side of Bay Ridge Road, 40 feet wide; thence with the southwest side of Bay Ridge Road, South 27° 53' 30" East 292.17 feet to the place of beginning.

Containing 2.087 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in March, 1963 and described in June, 1964.

BEING the same property which was conveyed to K & B Properties, a Maryland General Partnership by deed dated December 14, 1983, from the Mount Moriah African Methodist Episcopal Church of Annapolis, Maryland, which deed is recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3673, folio 207.

CLK.

BOOK - 480 PAGE 15

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 191699

RECORDED IN LIBER 331 Page 34 ON Jan. 7, 1975 (DATE) and Liber 421 Pg. 207 - 1/17/80

1. DEBTOR

Name PARTS FOR IMPORTED CARS, INC.
512 Crain Highway, Glen Burnie, Md. 26101
Address 33 Lee Street, Annapolis, Maryland & 8025 Harford Rd., Baltimore, Md.

2. SECURED PARTY

Name BECK/ARNLEY CORP.
Address 548 Broad Hollow Road, Melville, N.Y. 11747
Charles Burton, Esq., 280 Park Avenue, New York, N.Y. 10017
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with four sections: A. Continuation (checked), B. Partial Release, C. Assignment, D. Other. Includes a vertical label 'CHECK FORM OF STATEMENT' on the left and a stamp on the right.

Dated November 6, 1984

Signature of William M. Arnley, Pres. (Signature of Secured Party)

BECK/ARNLEY CORP.
Type or Print Above Name on Above Line

254636

BOOK - 480 PAGE 16

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) NORMAN WINE'S SERVICE STATION 740 Nursery Road Linthicum Heights, MD 21090	2. Secured Party(ies) and address(es) CENTURY EQUIPMENT LEASING CORP. 709 N. Easton Road P.O. Box 157 Willow Grove, PA 19090	Lessee: For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: (1) FMC Model B67 Brake Shop, S/N 10602 NOT SUBJECT TO RECORDATION TAX		5. Assignee(s) of Secured Party and Address(es) Knoblauch Private Bank 209 Lancaster Ave. Reading, PA 19611

RECORD FEE 11.00
POSTAGE .50
TOTAL DUES AND FEES 11.50
NOV 28 1984

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court of Anne Arundel County

NORMAN WINE'S SERVICE STATION
 By: Norman L. Wine
 Signature(s) of Debtor(s)
 Norman L. Wine, Owner
 (1) Filing Officer Copy - Alphabetical

CENTURY EQUIPMENT LEASING CORPORATION
 By: M. A. Healdbrand
 Signature(s) of Secured Party(ies)
 Asst. Secy.

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party 11/20/84 .50

RECEIVED FOR RECORD
 CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
 1984 NOV 28 PM 2:23
 E. AUBREY COLLISON
 CLERK

BOOK - 480 PAGE 17

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 00243 C345 R01

RECORDED IN LIBER _____ FOLIO _____ ON 10/5/82 (DATE)

1. DEBTOR

Name Pleasant Plains Turf Farm

Address 1839 Pleasant Plains Rd., Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company

Address Court St. & Deere Rd., Syracuse, NY 13221

RECORD FEE 10.00
POSTAGE .50
NOV 28 1984

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORDED
NOV 28 1984
E. AUBREY COLLISON
CLERK

Dated November 15, 1984

R. W. Edwards

(Signature of Secured Party)

R. W. EDWARDS, ASST. TREAS.

Type or Print Above Name on Above Line

Mailed to Secured Party

10.00
.50

NO STATE DOCUMENTARY STAMPS APPLICABLE

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here

This financing statement Dated Nov 15, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bergen Y. Hess and Madeline R. Hess
Address 412 Second Street, Alexandria, Va. 22314

2. SECURED PARTY

RETURN TO: Name First New England Financial Corp.
Address 326 First Street, PO Box 3376, Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

BOAT: 1975 Morgan, OI, 33 ft., Hull No. MRY 02174M75J333
with 1975 Volvo hp engine, no. 23709

MOORING: Londtown Marine Services, Edgewater, Md.

File With: Clerk of Circuit Court for Anne Arundel County
Court House, Church Circle, Annapolis, Md. 21403.

Fee: 12.50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ASSIGNEE:
York Federal Savings and Loan
Association
101 South George Street
York, Pa. 17401

Bergen Y. Hess
(Signature of Debtor)

Bergen Y. Hess
Type or Print Above Name on Above Line

Madeline R. Hess
(Signature of Debtor)

Madeline R. Hess
Type or Print Above Signature on Above Line

Grant S. Newlove
(Signature of Secured Party)

Grant S. Newlove, Vice Pres.
Type or Print Above Signature on Above Line

Mailed to Secured Party

12.00
.50

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

242586

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 449 FOLIO 572 ON May 17 '82 (DATE)

1. DEBTOR

Name Gibbons, Michael D.
Address 741 Appomattox Rd, Davidsonville, MD 21035

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

JOHN DEERE COMPANY

Dated 15 Nov. 1984

R. W. Edwards
(Signature of Secured Party)

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

10 1/50
delivered to Secured Party

RECEIVED FOR RECORD
CLERK COUNTY

1984 NOV 28 PM 2:25

E. AUBREY COLLISON
CLERK

MARYLAND FINANCING STATEMENT

BOOK - 480 PAGE 20

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: 254638
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Sapporo Japanese Restaurant
(Name or Names)
1576 Annapolis Road Odenton, Maryland 21113
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
of LESSOR _____
(Name or Names)

(Address)

4. This financing Statement covers the following types (or items) of property:

One - Manitowoc, Model ED0202A, Ice Maker with C-170 Bin

5. Proceeds of Collateral are covered hereunder: Yes (x) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Sapporo Japanese Restaurant
By: Choong Wha Park Pres.
Choong Wha Park (Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill President
Gordon T. Hill (Title)
(Type or print name of person signing)
Return to: Lessor

RECORD FEE 12.00
POSTAGE .50
NOV 28 1984
12:20
NOV 28 84

Mailed to Secured Party

1209/90

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
if applicable phrase).

For Filing Officer
File No.: 251639
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE David A. Didonato T/A Dave's Body Shop
(Name or Names)
332 Bar Harbor Rd. Pasadena, Maryland 21122
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
of LESSOR _____
(Name or Names)

(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Curtis Model E50, 3 H.P. Air Compressor
S/N 3121796

RECORDED
POSTAGE
1904 NOV 18 PM 2:26
MAY 23 1954

Mailed to Secured Party

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
David A. Didonato T/A
Dave's Body Shop
By: David A. Didonato Owner
(Title)
David A. Didonato
(Type or print name of person signing)
By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill President
(Title)
Gordon T. Hill
(Type or print name of person signing)
Return to: Lessor

12/30

254700

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

JOHN DELAWDER and CAROL A. DELAWDER
Name or Names—Print or Type

109 Juniper Drive, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

ROUND CORP.
Name or Names—Print or Type

306 E. Baltimore Street, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

2. Secured Party:

ANNA KHAIKIN and ILYA KHAIKIN
Name or Names—Print or Type

5 Virginia Court, Apt. J., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All equipment, fixtures, utensils, appliances, accounts receivable and all replacements and proceeds thereof.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): *

John Delawder
(Signature of Debtor)

John Delawder
Type or Print

Carol A. Delawder
(Signature of Debtor)

Carol A. Delawder
Type or Print

SECURED PARTY:

Anna Khaikin
(Company, if applicable)

Ilya Khaikin
(Signature of Secured Party)

Ilya Khaikin
Type or Print (Include title if Company)

RECORD FEE 13.00

403342 1040 NOV 28 11:35

NOV 28 1981

1981 NOV 28 PM 4:05 / 40

C. AUBREY COLLISON
CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address K. J. Prevas, Esquire, 5 Light Street, Suite 950, Balto., Md. 21202

Lucas Bros. Form F-1

* ROUND CORP.

BY: *John Delawder*
John Delawder, President

Mailed to Secured Party

1200

FINANCING STATEMENT FORM UC 3-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 11-7-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CONSTELLATION MARKETING, INC.
Address P.O. Box 336 Manasquan, NJ 08736

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 200 Sheffield Street
Mountainside, NJ 07092

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1984 48' Tri-Star fiberglass hull #CM1481040584
1984 84 HP Perkins diesel engine #LD20663U755385H
Home anchorage/winter: Annapolis, MD
BESSEMER, Allen A.
909 River Oaks Lane
Pt. Pleasant NJ 08742

ASSICNEE
FLEET NATIONAL BANK
111 Westminster Street
Providence, RI 02903

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are mixed or to be mixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)
Allen A. Bessemer, President
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED IN RECORDS
SOUTH COUNTY, NEW JERSEY
NOV 28 PM 4:05
E. AUBREY COLLISON
CLERK

11⁰⁰/₅₀
Anne Arundel Co
11-13-84

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... Oct. 29 19 84

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 245419 in Office of Clerk of Court A.A. MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
William & Dorothy Wilkes
204 Doctser St
Crownsville MD 21032

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Financier Corp.
Secured Party

By
Its Branch Office Manager

2058 Somerville Rd.
Annapolis, Md. 21401

RECORD FEE 10.00
POSTAGE .50
NOV 28 1984

Mailed to Secured Party

Form 91 MD (3-79)

RECEIVED
CLERK OF COURT
HARFORD COUNTY

NOV 28 PM 4:06

E. AUSTIN COLLISON
CLERK

10/5

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identify Book, File No. BROK - 480 PAGE 25

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4478.28

If this statement is to be recorded in land records check here.

This financing statement Dated 11/15/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

254702

Name JOHN S. + LINDA L. BARRETT

Address 125 CLUB RD PASADENA, ANNE ARUNDEL CO, MD, 21122

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address 11628 REISTERSTOWN RD REISTERSTOWN MD, 21135

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/15/88

4. This financing statement covers the following types (or items) of property: (list)

ALL OF THE HOUSEHOLD GOODS, APPLIANCES, AND FURNITURE OF EVERY KIND NOW LOCATED AT THE BORROWERS RESIDENCE INDICATED ABOVE.

RECORDING FEE 12.00
RECORD TAX 28.00
POSTAGE .50
NOV 28 1984 11:59

1984 NOV 28 PM 4:07
E. QUINCY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

John S. Barrett
(Signature of Debtor)

JOHN S. BARRETT
Type or Print Above Name on Above Line

Linda L. Barrett
(Signature of Debtor)

LINDA L. BARRETT
Type or Print Above Signature on Above Line

Mailed to Secured Party

Steven J. Dieterle
(Signature of Secured Party)

STEVEN J. DIETERLE
Type or Print Above Signature on Above Line

12.00
28.00
.50

MARYLAND TERMINATION STATEMENT

Date November 16, 1984

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Howard A & Mary Peterson
801 Rolling View Dr
Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
NOV 23 1984

2. Secured Party and address (Type complete corporate name): Thorp Credit Inc.
1914 Forest Drive
Annapolis, MD 21401

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: _____
File # 223991 Liber 400 page 257

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Credit Inc. of Maryland
(TYPE COMPLETE CORPORATE NAME)

By: Gregory Fuchs MANAGER

(Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECEIVED FOR RECORD
CLERK COURT, ST. JOHNS COUNTY

1984 NOV 28 PM 4:07

E AUBREY COLLISON
CLERK

10⁰⁰/₅₀
Mailed to Secured Party

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. Name and Address of Debtor:

J. R. BARTON, INC. or J. R. BARTON, INC.
133 Defense Highway 2061 General's Highway
Annapolis, MD 21401 Annapolis, MD 21401

WDE
JRS
Location of Agreement

2. Name and Address of Secured Party:

Walter D. Elling
303 Obrecht Road
Millersville, MD 21108

3. This Financing Statement covers all:

- (X) Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- (X) Inventory, raw materials, etc., including after acquired, and proceeds.
- (X) Accounts, including after acquired, and proceeds.
- (x) Contract rights, including after acquired, and proceeds.

4. APPLICABLE ONLY TO FIVE YEAR LOANS: Maturity Date: 1/31/88

5. This transaction is exempt from the recordation tax.

DEBTOR:

J. R. BARTON, INC.

By: James R. Barton
James R. Barton, Pres.

SECURED PARTY:

Walter D. Elling
Walter D. Elling

RETURN TO: Wade P. Thomas, Jr., Esquire
7 Willow Street
Annapolis, MD 21401

RECORD FEE 12.00
POSTAGE 7.00
475850 0055 002 11:17
NOV 28 84

1984 NOV 28 PM 4:17
E. ALDREY COLLISON
CLERK

1200
50

254765

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [3 Maturity date (if any)]

1 Debtor(s) (Last Name First) and address(es) McMorris, Russell R. McMorris, Patricia 745 Stinchcomb Road Pasadena, MD 21122	2 Secured Party(ies) and address(es) Mazda-Vision, inc. P.O. Box 1144 Pasadena, MD 21122	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE 5.00 NOV 29 1984
4. This financing statement covers the following types (or items) of property: Maspro II 10" Convt. Tractor II		5. Assignee(s) of Secured Party and Address(es) BarclaysAmerican/Financial 1350 Picaard Drive Suite 121 Rockville, MD
Date: 11/02/84 Amount Financed: 3900.00 ^{related to}		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with:		

By: Russell R. McMorris
Patricia A. McMorris
 Signature(s) of Debtor(s)

BarclaysAmerican/Financial
 By: [Signature]
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

RECEIVED FOR RECORD
 CLERK'S OFFICE
 1984 NOV 29 PM 12:51
 E. AUBREY COLLISON
 CLERK

1200
50

254706

BOOK - 480 PAGE 29

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es) PHILLIPS, BILL & MARJORIE 176 SECOND STREET PASADENA, MD. 21122	2 Secured Party(ies) and address(es) MAZDA-VISION, INC P.O. BOX 1144 PASADENA, MD. 21122	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: MAZPRO II 10' CONVT TRACTOR II		5 Assignee(s) of Secured Party and Address(es) BARCLAYS AMERICAN FINANCIAL, INC. P.O. BOX 10362 ROCKVILLE, Md. 20850

Date: 10/29/84 Amount Financed: 3900.75, Mailed 10: [unclear]

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with:

BY B. E. Phillips Signature(s) of Debtor(s)
 BY K. W. King Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECORD FEE 10.00
 POSTAGE .50
 NOV 29 1984 10:35

12.10
 JK

RECEIVED FOR RECORD
 CLERK COURT, W. COUNTY
 1984 NOV 29 PM 12:51
 E. AUBREY COLLISON
 CLERK

254707

BOOK - 480 PAGE 30

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Grahe, Gene S. & Florence M. 7805 Shellye Road Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Mazda-Vision, Inc. P.O. Box 1144 Pasadena, MD 21122	For Filing Officer (Date, Time, Number, and Filing Office) RECORDED FEE 10.00 POSTAGE .50 NOV 29 1984 12:51
4. This financing statement covers the following types (or items) of property Mazpro II 10' Convt. Tractor II Date: 10/24/84 Amount Financed: 3706.00 Mailed 10:		5. Assignee(s) of Secured Party and Address(es) Barclays American Financial 1350 Piccard Drive Rockville, MD 20850

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with:
 By: Gene S. Grahe Barclays American Financial
Florence Marie Grahe By: K. W. King
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

12.10
 .57

RECEIVED FOR RECORD
 COUNTY CLERK, BALTIMORE COUNTY
 1984 NOV 29 PM 12:51
 E. AUBREY COLLISON/4
 CLERK

254708

BOOK - 480 PAGE 31

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [3 Maturity date (if any)]

1 Debtor(s) (Last Name First) and address(es) Shockey, Dailey W. & Betty R. 7750 West Shore Road Pasadena, MD 21122	2 Secured Party(ies) and address(es) Mazda-Vision, Inc. P.O. Box 1144 Pasadena, MD 21122	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 1.20 RECORD FEE 10.50
4. This financing statement covers the following types (or items) of property Maspro II 10' Cont. Dish Draco II Date: 11/02/84 Amount Financed: 3906.00		5 Assignee(s) of Secured Party and Address(es) BarclaysAmerican/Financial 1350 Piccard Drive Rockville, MD 20850

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

Dailey W. Shockey
Betty R. Shockey
 Signatures of Debtor(s)

BarclaysAmerican/Financial
 By: *K.W. Jones*
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

ing Officer Copy - Alphabetical

B.W
58

RECEIVED FOR RECORD
 CLERK COURT, BALTIMORE COUNTY
 1984 NOV 29 PM 12:51
 E. AUBREY COLLISON
 CLERK

254710

BOOK - 480 PAGE 32

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Clinical Perfusionists, Inc.
 Address: Box 5035
 Annapolis, Maryland 21403

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

(See attached)

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): CLINICAL PERFUSIONISTS, INC.

Secured Party:

By: George M. Hay, President

FIRST AMERICAN BANK OF MARYLAND

By: Porter N. Siems
 Porter N. Siems, Vice President
 Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

210 E. Lombard Street
 Baltimore, Maryland 21202

Mailed to: _____

RECORD FEE \$11.00
 405715 03-5 101 112:33
 NOV 27 84

1984 NOV 25 PM 12:51
 E. ALBERT COLLISON

Handwritten initials and scribbles.

BOOK - 480 PAGE 33

ACCOUNTS. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

WEST VIRGINIA
LIBRARY

1964 NOV 29 PM 12:51

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC-31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated Nov. 7, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FREIHAGE: Mark J. and Gloria C.

Address 10116 Colebrook Avenue, Potomac, MD 20854

2. SECURED PARTY

Name Passport Yachts East, Inc.

Address 326 First Street, Annapolis, MD 21403

RECORD FEE 12.00
MISTAKE .50
NOV 29 1984

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1984 Kirie 31' 9" Elite 32 Fiberglass Hull # EYD000690784

1984 18 HP Volvo Diesel Engine # FL3021

First Assignee:
First Commercial Corporation
303 Second Street
Annapolis, MD 21403

Second Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Home Anchorage/Winter: Annapolis, MD

NOT SUBJECT TO STATE DOCUMENTARY STAMP

Mailed to: _____

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mark J. Freihage
(Signature of Debtor)

Mark J. Freihage
Type or Print Above Name on Above Line

Gloria C. Freihage
(Signature of Debtor)

Gloria C. Freihage
Type or Print Above Signature on Above Line

Annus R. Wynn Vice President
(Signature of Secured Party)

Passport Yachts East, Inc.
Type or Print Above Signature on Above Line

Anne Orndel
11-13-84

1984 NOV 29 PM 2:34
E. AUGUST COLLISON
CLERK
149

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 35
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

"Conditional Sales Contract-Exempt from Recordation Tax."
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

254712

1. DEBTOR

Name Printers Ink, Inc. D/B/A Minuteman Press
Address 10 Aquahart Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Lanier Business Products, Inc.
Address 1700 Chantilly Drive, NE Atlanta, GA 30324

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Lanier Financial Services, Inc., 2501 Tucker Stone Parkway,
Tucker, GA 30084

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) 3M Model 586 Copier Serial #410364
And any and all other related items.

Schedule #015346

1984 NOV 29 PM 2:34
E. AUBREY COLLISON
CLERK

RECORDED
INDEXED
NOV 29 1984
11.00
11.00
NOV 29 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

V.L. Roberts Attorney in Fact
(Signature of Debtor)

Printers Ink, Inc. D/B/A
Minuteman Press
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Lanier Business Products, Inc.
Type or Print Above Signature on Above Line

1100

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 36
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

"Conditional Sales Contract-Exempt from Recordation Tax."
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

259713

1. DEBTOR

Name Carmody & Childs Schedule #015481
Address 77 West Street, Suite 310 Annapolis, MD 21401

2. SECURED PARTY

Name Lanier Business Products, Inc.
Address 1700 Chantilly Drive, NE Atlanta, GA 30324

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Lanier Financial Services, Inc. 2501 Tucker Stone Parkway
Tucker, GA 30084

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) 3M model 570 Copier Serial #414755
And any and all other related items.

1984 NOV 29 PM 2:34
E. AUBREY COLLISON
CLERK

RECORD FEE 15.00
NOV 29 1984

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

J. Roberts Attorney-in-Fact
(Signature of Debtor)

Carmody & Childs
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Lanier Business Products, Inc.
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 37
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

"Conditional sales contract exempt from recordation tax."
This financing statement Dated Oct. 16, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

254713

1. DEBTOR

Name Nevamar Corporation Schedule No., #015443
Address 8339 Telegraph Road Odenton, MD 21113

2. SECURED PARTY

Name Lanier Business Products, Inc.
Address 1700 Chantilly Dr., NE Atlanta, GA 30324

Lanier Financial Services, Inc. 2501 Tucker Stone Pkwy., Tucker, GA 30084
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) 3M 570 Copier serial no., 414618
- (1) 3M 516 Copier serial no., 430506
- (1) 3M 839 Copier serial no., 929125
- (1) 3M 839 Copier serial no., 3919572

*Any and all other related items.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

U.S. Roberts Attorney-in-Fact
(Signature of Debtor)

Nevamar Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Lanier Business Products, Inc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECORD FEE 11.00
NOV 29 1984 11:57
NOV 29 1984

E. AUSREY COLLISON
CLERK

1984 NOV 29 PM 2:34

11/29

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

BOOK - 480 PAGE 38

MARYLAND TERMINATION STATEMENT

Date November 13 196 84

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Eugene and Beverly Root 7711 Gunther Place Glen Burnie, MD 21061

2. Secured Party and address (Type complete corporate name): Thorp Credit 7966 Grain Hwy Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: Liber 452 Page 495

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Financial Services (Type complete corporate name)

By: Samuel J Wilson MANAGER (Type signature below name)

AE 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 10.00 POSTAGE .50

NOV 29 84

1105723 CO 40 R01 112:5:11 NOV 29 84

RECEIVED FOR RECORD DEPT. OF CLERK & COUNTY

1984 NOV 29 PM 2:35

E. AUBREY COLLISON CLERK

Mailed to Secured Party

10.00 / .50

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Printer's Ink, Inc. T/A Minuteman Press 10 Aquahart Road Glen Burnie, MD 21061	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Peggy L. Taylor</u> Return to Secured Party
---	---

3. This Financing Statement covers the following types (or items) of property:
 All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other
 See Attached

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
 Principal amount of debt initially incurred is: \$ 14,600.00

DEBTOR:
 Printer's Ink, Inc.
 T/A Minuteman Press

 (Type Name)
 By: [Signature]
 Donald M. Dailey, President
 By: _____

SECURED PARTY:
 UNION TRUST COMPANY OF MARYLAND
 By: [Signature]
 A. P. Ramsey Crosby, AVP

 (Type Name)
 November 14 19 84
 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
 Md., Va., D.C., Pa.

Mailed to Secured Party

RECORDED
 RECEIVED
 NOV 29 1984
 12:30
 11:42
 NOV 29 84
 E. AUDREY COLLISON
 CLERK
 KP

BOOK - 480 PAGE 40

ATTACHMENT

1983 AGFA Gavaert CP38 Diffusion Transfer Processor

1983 AGFA Gavaert PS 2024 Superautomatic Camera

1983 AGFA Gavaert DD37E Film Processor

ITEK 2100 Quadritek Typesetting System W/Single Floppy Disk Media And
A 9" CRT W/Keyboard

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 234808
RECORDED IN LIBER 430 FOLIO 181 ON 10/9/80 (DATE)

1. DEBTOR

Name Thomas T. Lockett
Address 1614 Arundel Rd., Edgewater, MD. 21037

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

RECORDING FEE 10.00
POSTAGE .50
NOV 29 1984

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Mailed to Secured Party
John Deere Company

Dated 15 November 1984

R. W. Edwards
(Signature of Secured Party)

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

10.00
20.50

1984 NOV 29 PM 3:20
A. AUDREY COLLISON
CLERK

NT-11144

BOOK - 480 PAGE 42

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 1838 Page No. 503
Identification No. 18188 Dated March 2, 1965

1. Debtor(s) { Larry Realty Co. and the Jaycee Realty Company
Name or Names—Print or Type
215 Equitable Building, Baltimore, Md. 21202
Address—Street No., City - County State Zip Code

2. Secured Party { Metropolitan Life Insurance Company
Name or Names—Print or Type
One Madison Avenue, New York, N. Y. 10010
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) April 1, 1985

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 15.00
POSTAGE .50
POSTAL 1040 801 113456
NOV 29 84

Mailed to Secured Party

RECEIVED BY SECURED PARTY
BALTIMORE, MARYLAND COUNTY
1984 NOV 29 PM 3:21
E. AUDREY COLLISON
CLERK

Dated: 19 TH DAY OF OCT 1984
METROPOLITAN LIFE INSURANCE COMPANY
Name of Secured Party
James F. Hartnett
Signature of Secured Party
James F. Hartnett Assistant Vice-President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

12.50
12.00
-10

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK - 480 PAGE

43

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 251715

1. DEBTOR

Name Ad Resources, Inc.
Address 112 Main Street, Annapolis, MD 21401 (Arundel Co.)

2. SECURED PARTY

Name ConTel Credit Corporation
Address 223 Perimeter Center Parkway, Suite 230 Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"NOT SUBJECT TO TAX"

1 Command 20/56 Telephone Key Service Unit and component parts

RECORDED
NOV 29 PM 3:44
E. BRADY COLLISON

RECORD FEE 11.00
POSTAGE .50
NOV 29 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

X by Paul Shady, Pres.
(Signature of Debtor)

Ad Resources, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cindy McEwen
(Signature of Secured Party)

ConTel Credit Corporation

Type or Print Above Signature on Above Line

11.00
11.50

TERMINATION STATEMENT

RECORDED: CIRCUIT COURT A.A. COUNTY

BOOK - 480 PAGE 44

Liber -- 461 ID246997

Folio -- 97

DEBTOR **

NAME WRIGHT CONTRACTING CO.
P.O. Drawer 10
ADDRESS Odenton, Md. 21113

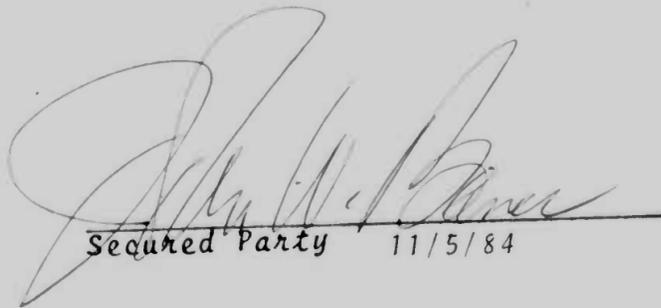
SECURED PARTY **

NAME INGERSOLL RAND EQUIPMENT SALES
ADDRESS 5681 Main Street
Elkridge, Md. 21227

RECORDING FEE 10.00
POSTAGE .50
NOV 29 1984 10:40 AM
NOV 29 84

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.


Secured Party 11/5/84

1 - Ingersoll Rand SP56 Roller
SN 6451

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 NOV 29 PM 3:44

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.50

TERMINATION STATEMENT

BOOK - 480 PAGE 45

RECORDED: CIRCUIT COURT, A.A. COUNTY

Liber -- 461 ID #247226

Folio -- 424

DEBTOR **

NAME CONSOLIDATED CABLE, DIVISION OF BURMUPS & SIMS

ADDRESS 7466-A Railroad Ave.,
Harmans, Md. 21077

SECURED PARTY**

NAME INGERSOLL RAND EQUIPMENT SALES

ADDRESS 5681 Main St.,
P.O. Box 7464
Elkridge, Md. 21227

RECORD FEE 10.00
POSTAGE .50
NOV 29 1984
NOV 27 84

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

THE UNDERSIGNED, being the Secured Party named in the Financing statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Mailed to Secured Party

[Signature]
Secured Party 11/5/84

1 - Ingersoll Rand P100WD Compressor SN 121707

RECORDED
CIRCUIT COURT, A.A. COUNTY

1984 NOV 29 PM 3:44

E. AUBREY COLLISON
CLERK

10 2/10

TERMINATION STATEMENT

BOOK - 480 PAGE 46

RECORDED: CIRCUIT COURT, A.A. COUNTY

Liber -- 461 ID #247225
Folio -- 423

DEBTOR **

NAME CONSOLIDATED CABLE, DIV. OF BURMUPS & SIMS
7466-A Railroad Ave.
ADDRESS Harmans, Md. 21077

SECURED PARTY**

NAME INGERSOLL RAND EQUIPMENT SALES
ADDRESS 5681 Main Street
P.O. Box 7464
Elkridge, Md. 21227

RECORD FEE 10.00
POSTAGE .50
NOV 27 1984

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

THE UNDERSIGNED, being the Secured Party named in the Financing statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Mailed to Secured Party

[Signature]
Secured Party 11/5/84

1 - Ingersoll Rand P185WJD Compressor
S/N 120882

RECEIVED & RECORDED
CIRCUIT COURT, A.A. COUNTY

1984 NOV 29 PM 3:44

E. AUBREY COLLISON
CLERK

10.00
10.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK - 480 PAGE

47

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 259716

1. DEBTOR

Name Baulsir, Michael L. & Robin L.
DBA Sir Speedy Printing
Address 1908-A Forest Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Quadritek 2110 System
- One (1) RC Processor
- One (1) Water Recirculator
- One (1) Bulk Pack Supply Cartridge
- Fifty-Seven (57) Fonts

RECORDING FEE 13.00
POSTAGE .50
NOV 27 1984 11:36
NOV 27 84

1984 NOV 29 PM 3:45
E. ANDREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Michael L. & Robin L. Baulsir DBA Sir Speedy Printing

[Signature]
(Signature of Debtor)

Michael L. Baulsir
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Robin L. Baulsir
Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1300/50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

BOOK - 480 PAGE 48

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248696

RECORDED IN LIBER 465 FOLIO 97 ON 8-13-83 (DATE)

1. DEBTOR

Name Westinghouse Electric Corporation (Oceanic Division)

Address P.C. Box 1488, Annapolis, Maryland 21404

2. SECURED PARTY

Name Clifton Trust Bank

Address 10112 York Road Cockeysville, Md. 21030

RECORDED FEE 10.00
POSTAGE 50
NOV 29 1984

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)

RECEIVED BY CLIFTON TRUST BANK
1984 NOV 29 PM 3:45
S E ADAMS & GULLISON
BLK

Mailed to Secured Party

Clifton Trust Bank by:

Date November 8, 1984

James Plitt
(Signature of Secured Party)
Mr. James Plitt, Pres.
Type or Print Above Name on Above Line

10.00 / .50

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Manor Nursing Home Inc
Address 509 Reel Highway Annapolis, Md 21401

2. SECURED PARTY

Name Neco Corporation
Address PO Box 337 Laurel Md 20707
Return To: FBA, P.O. Box 200, Baltimore, Md. 21203 ←

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Hoshizaki IM-441 DQ Ice Machine SERIAL # D10643
- 1 Follett 860 Bin SERIAL # 42006

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Bay Manor Nursing Home Inc
(Corporate or Trade Name)

Vickie L. Fila
(Signature of Debtor) Admin.

VICKIE L. FILA
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Neco Corporation

Howard E. Nelson, Pres.
(Signature of Secured Party)

HOWARD E. NELSON
Type or Print Above Signature on Above Line

1984 NOV 29 PM 3:59
E. MURPHY COLLISON
CLERK

Mailed to Secured Party 11/29/84

BOOK - 480 PAGE 50

254709

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es) THALHEIMER, PHILLIP CATHERINE 8283 PATAPSCO RD. PASADENA, MO. 21122	2 Secured Party(ies) and address(es) MAZDA-VISION, INC. P.O. BOX 1144 PASADENA, MO. 21122	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 TOTAL 0345 PM 11:27 29 84
4. This financing statement covers the following types (or items) of property VISTA XR		5. Assignee(s) of Secured Party and Address(es) BARCLAYS AMERICAN FINANCIAL P.O. Box 10368 ROCKVILLE, MO. 20850
Date: 10/24/84 Amount Financed: 3060.75 This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented		

Filed with

By Phillip Earl Thalheimer Signature(s) of Debtor(s)
By Catherine Thalheimer Signature(s) of Debtor(s)

By BARCLAYS AMERICAN FINANCIAL
R.W. Long Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

RECEIVED IN OFFICE
OF THE CLERK OF THE CIRCUIT COURT
1984 NOV 29 PM 12:51
E. AUBREY COLLISON
CLERK
11/20/84
EB

FINANCING STATEMENT
To be recorded in the
~~Land Records~~ of Anne Arundel County
Records

BOOK - 480 PAGE 51

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 239568

RECORDED IN LIBER 441 FOLIO 476 ON September 4, 1981 (DATE)

1. DEBTOR

Name CROWN METAL FABRICATORS, INC.

Address 3559 Fairfield Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Randy A. Schuh

Address 1203 Farmview Road, Pasadena, Maryland 21122

Charles R. Moran, Esquire, 10 Light Street, Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) Demand Obligations

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above, in the following property: <u>All property described in original statement</u>	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)
	<input checked="" type="checkbox"/> E. TERMINATION STATEMENT [X]	
	This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.	
	10.00 50 NOV 30 1981	

1981 NOV 30 AM 11:08
E. MURPHY COLLISON
CLERK

SECURED PARTY:

Randy A. Schuh
Randy A. Schuh

Mailed to Secured Party

10/30

To Be Recorded in the
Financing Statement Records
of Anne Arundel County

BOOK - 480 PAGE 52

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 239567

RECORDED IN LIBER 441 FOLIO 475 ON September 4, 1981 (DATE)

1. DEBTOR

Name CROWN METAL FABRICATORS, INC.
Address 3559 Fairfield Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Randy A. Schuh
Address 1203 Farmview Road, Pasadena, Maryland 21122
Charles R. Moran, Esq., 10 Light Street, Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) Demand Obligations

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: <u>All property described in original statement</u></p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>E. TERMINATION STATEMENT <input checked="" type="checkbox"/> This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	

RECORD FEE 10.00
POSTAGE .50
SEARCH FEE 111.08
NOV 30 84

SECURED PARTY:

Randy A. Schuh
Randy A. Schuh

Mailed to Secured Party

1052

1981 NOV 30 AM 11:08
E. AUGUSTY-COLLISON
CLERK



MARYLAND NATIONAL BANK

We want you to grow.™

204700

BOOK - 480 PAGE 53

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at
2. To Be Recorded among the Financing Statement Records at
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$

1988 NOV 30 PM 1:41

5. Debtor(s) Name(s) Address(es)
Jumbo Food Stores, Md., Inc. 3129 Pennsy Drive
Landover, Maryland 20785

6. Secured Party Address
Maryland National Bank
Attention: Mary Kucharski P. O. Box 809
College Park, Maryland 20740

RECORDED 11.00
NOV 30 1988 11:52

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

I All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Jumbo Food Stores, Md., Inc.
Debtor and Pledgor
BY: Michael S. Herman, Secretary/Treasurer

Secured Party
Maryland National Bank
Thomas J. Howlin, Asst. Vice President
Type name and title

Mr. Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party
1/1/88

SCHEDULE A to financing statement by and between Jumbo Food Stores, Md., Inc. Pledgor, and Maryland National Bank, Secured Party. This financing statement covers the following property:

All of the equipment of the Pledgor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacement thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. Provided however, the property described herein shall be limited to that property located at the following addresses:

1. 264 Solomons Island Rd.
Annapolis, Maryland 21401
2. 7790 Riverdale Road
New Carrollton, Maryland 20784
3. 6875 New Hampshire Avenue
Takoma Park, Maryland 20912

list

BOOK - 480 PAGE 55

254721

BJ2501DD51

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) 1691 LIMIEED PARTNERSHIP P.O. BOX 3032 CROFTON, MD 21114	2. Secured Party(ies) and Address(es) Ford Motor Credit company 2401 Research Blvd. Rockville, maryland 20850
--	--

E. AUBREY COLLISON
CLERK

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1. #80 ARPS BACKHOE AND BUCKET, SER.#1045.

RECORDING FEE 12.00
POSTAGE .50
NOV 30 1984

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional sales contract from Gateway Ford Tractor

Filed with:

Clerk of THE Court

1691 Limited Partnership By:

William Berkshire
William Berkshire

(SIGNATURE OF DEBTOR)

Ford Motor Credit company

(NAME OF SECURED PARTY)

BY:

T. D. Sterling
T. D. Sterling, Assistant BRanch Manager

PRINTED IN U.S.A.

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED
JUN 64

Mailed to Secured Party 12⁰⁰/₅₀!

BOOK - 480 PAGE 56 254722
MA 14570672

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) BAUER RICKY 711 ANDOVER RD. LINTHICUM MD. 21090	2. Secured Party(ies) and Address(es) First State Credit Co 1101 North H. Blvd Baltimore MD 21224
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1-USED MODEL 323 NEW IDEA CORN PICKER
SERIAL NO. 189440

RECORD FEE 11.00
POSTAGE 50
NOV 30 1984

Check if covered: Proceeds of collateral covered Products of collateral covered
4. This transaction is exempt from the Recording Tax.

Filed with:
Anne Arundel County

<u>Ricky Bauer</u> (SIGNATURE OF DEBTOR) Ricky Bauer (SIGNATURE OF DEBTOR)	<u>First State Credit Co</u> (NAME OF SECURED PARTY) BY: <u>Kathy Niedzielski</u> Kathy Niedzielski
---	--

RECEIVED AND RECORDED
ANNE ARUNDEL COUNTY, MARYLAND
1984 NOV 30 PM 1:42
E. AUBREY COLLISON
CLERK
Paid to Secured Party 11.00
50

BOOK - 480 PAGE 57

This Statement is presented to Filing Officer for filing pursuant to the UCC:

1 Debtor(s) (Last Name First) and Address(es) XX BJORNTWEDT, GENE I. D7B/A Eastern Agents 1981 Moreland Parkway, 4B P.O. Box 6117 Annapolis, MD 21406	2 Secured Party(ies) and Address(es) ATLAS TERMINAL COMPANY, INC. 5959 N. Fares Avenue Evansville, IN 47711	3 Maturity Date (if any): For Filing Officer (Date, Time, Number, and Filing Officer) RECEIVED FEE 10.00 POSTAGE .50 NOTICE COPY SENT 11:43 AM NOV 30 1984
--	---	--

This statement refers to original Financing Statement No. 251173 Dated Mar 8, 1984

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above is still effective. Fee . . . \$5.00 (plus \$.50 if collateral is or to become a fixture).	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: No Fee	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property: Fee . . . \$5.00 (plus \$.50 if collateral is or to become a fixture).	D. Other <input checked="" type="checkbox"/> XXX TERMINATION
---	---	--	---

4 This release or assignment (or other statement) covers the following described collateral:
 One 1982 Kentucky 45' Electronic Trailer, VIN: LKKVE4523CL001080, under Security Agreement #1457 between Debtor and Secured Party, including furniture pads, moleskins, piano skid board, carpet dollies and locks.

5 Name and Address of assignee: Manufacturers Hanover Leasing Corporation, 270 Park Avenue, New York, NY 10017
 Filed with: Secretary of State Recorder of Anne X Arundel County County $\frac{1}{2}$

Dated _____, 19____
 By Paul [Signature]
 Signature(s) of Secured Party(ies)
 Approved By:
STATE OF INDIANA
 Secretary of State

ORDER BY FORM B-813 DOUBLEDAY BROS. & CO., KALAMAZOO, MICHIGAN 49002 (REV. 1982)

Mailed to Secured Party

RECEIVED FOR RECORD
 ANNE ARUNDEL COUNTY
 1984 NOV 30 PM 1:42
 E. AUBREY COLLISON
 CLERK

10.00
 .50

254723

BOOK - 480 PAGE 58

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Blamphin/Curtis Total Rehab Agency, Inc.
Address 706 White Swan Drive, Arnold, Md. 21012

2. SECURED PARTY

Name Alan G. Day Corporation
Address P.O. Box 103, Lutherville, Md. 21093
Return To: PCA, P.O. Box 508, Balto., Md. 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Intellect 700 #3290 with MBT Stand # 359

RECORD FEE 11.00
POSTAGE .50
RECORDED AND FILED 11:37
NOV 30 1984

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Blamphin/Curtis Total Rehab Agency, Inc.
(Corporate or Trade Name)

Alicia Blamphin
(Signature of Debtor)
Alicia Blamphin
Type or Print Signature
Edward Curtis
(Signature of Debtor)
Edward Curtis
Type or Print Signature

Alan G. Day Corporation
Jenifer G. Day
(Signature of Secured Party)
Jenifer G. Day
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY

1984 NOV 30 PM 1:44

E. AUBREY COLLISON
CLERK

11.00
.50

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HISTORIC INNS OF ANNAPOLIS LIMITED PARTNERSHIP
Address 11A CALVERT HOUSE 76 CALVERT HOUSE
58 STATE CIRCLE ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NECO CORPORATION
Address P.O. BOX 537 LANDEL, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 MODEL C40AMP ICE-O-MATIC ICE MACHINES
SERIAL # 6412-02296W, 6412-02295W

2 MODEL IN200 SERVEND ICE DISPENSERS
SERIAL # 06841787, 06841786
Assignee of Secured Party
The Finance Company of America
Munsey Building, Balto, Md.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

HISTORIC INNS OF ANNAPOLIS LIMITED PARTNERSHIP

(Corporate or Trade Name)

[Signature]

(Signature of Debtor)

PAUL M. PEARSON

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NECO CORPORATION

[Signature] Pres.

(Signature of Secured Party)

HOWARD E. NELSON

Type or Print Above Signature on Above Line

Mailed to Secured Party

12⁰⁰/₅₀

RECEIVED RECORDS
SHERIFFS OFFICE
ANNAPOLIS, MARYLAND

1984 NOV 30 PM 1:44

E. AUBREY COLLISON
CLERK

AACO

254725

BOOK - 480 PAGE 60

MA4209C D69

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)
PERRY JR, WILLIAM J.
7990 QUARTERFIELD RD
GEOVERN, MD 21144
2. Secured Party(ies) and Address(es)
FORD MOTOR CREDIT CO.
1100 WOODBINE BLVD
BALTIMORE, MD 21204

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
ONE FORD HEAVY 4500 TRACTOR, LOADER, BACKHOE
w/CAL 4/NC/8504.3

Check if covered: [] Proceeds of collateral covered [] Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Signature of Debtor: William J. Perry Jr.

Name of Secured Party: Ford Motor Credit
Signature of Secured Party: Kathy Niedzielski

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

RECEIVED & RECORDED
CLERK OF COURT, ANNE ARUNDEL COUNTY
1984 NOV 30 PM 1:44
E. AUBREY COLLISON
CLERK

11.00
.50
Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 61

Identifying File No. 254726

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3288.07

If this statement is to be recorded in land records check here.

This financing statement Dated 11-9-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Williams Jr, Robert L, Williams, Deborah
608 Dogwood Drive
Address Glen Burnie, Md. 21061

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.
8643 PULASKI HIGHWAY P.O. BOX 18549
Address BALTIMORE, MD, 21237

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 2 T.V.. Sets
1 Washer
1 Dryer
1 Refrigerator
1 Stove
1 Playben living room set
3 living room tables
2 beds
2 dressers
2 chests
1 dining room table
4 dining room chairs

RECORDING FEE 10.00
RECORDING TAX 21.00
POSTAGE .50
NOV 20 1984

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

Handwritten signatures of Robert L. Williams, Jr. and Deborah Williams

Robert L. Williams, Jr.
Type or Print Above Name on Above Line

Handwritten signature of Deborah Williams
(Signature of Debtor)

(Signature of Secured Party)

Deborah Williams
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1984 NOV 30 PM 1:44
E. AUBREY COLLISON
CLERK

12.00
21.00
.50

A.A. County

BOOK - 480 PAGE 62

MARYLAND TERMINATION STATEMENT

Date 11/12, 1968

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Robert K Morrison Jr
26 Marley Neck Rd
Glen Burie MD 21061

RECORD FEE
POSTAGE

10.00
.50

NOV 30 1968
NOV 30 84

2. Secured Party and address (Type complete corporate name):
Thorp Credit Incof Maryland 5216 Balto Natl Pike
Baltimore MD 21229

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:
#234219 Liber 429 Page 76 9/5/80

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Credit Inc of Maryland

(TYPE COMPLETE CORPORATE NAME)

By:

[Handwritten signature of Horace K. Trovato]

Horace K. Trovato

MANAGER

(Type signature below name)

AT 2 04

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECEIVED FOR RECORD
CREDIT COURT, A.A. COUNTY.

1984 NOV 30 PM 1:44

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10:30

MARYLAND TERMINATION STATEMENT

Date Nov. 8, 1984, 1984

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

RECORDING FEE 10.00
POSTAGE .50
NOV 30 1984 11:45
NOV 30 84

1. Debtor(s) name(s) and address: Gregory Chaney
114 Ferndale Rd.
Glen Burnie, MD 21061

2. Secured Party and address (Type complete corporate name): Thorp credit Inc.
5216 Baltimore Nat'l Pike
Baltimore, MD 21229

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:
No. 250484, Book 469, Page 374.

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Credit Inc.

(TYPE COMPLETE CORPORATE NAME)

By: *Horace K. Trovato*

Horace K. Trovato

MANAGER

(Type signature below name)

AL 2 84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECEIVED FOR RECORD
CLERK COURT, BALTIMORE COUNTY

1984 NOV 30 PM 1:44

E. AUBREY COLLISON
CLERK

Mailed to Secured Party
10/30

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ 3,500.00

FINANCING STATEMENT

1. Debtor(s):

EDWARD RAY SMITH
 Name or Names—Print or Type
 4108 Mountain Road, Glen Burnie, Anne Arundel County, Maryland
 Address—Street No., City - County State Zip Code

THE SANDWICH FACTORY
 Name or Names—Print or Type
 4108 Mountain Road, Glen Burnie, Anne Arundel County, Maryland
 Address—Street No., City - County State Zip Code

2. Secured Party:

WILLIAM P. STRICKLAND
 Name or Names—Print or Type
 1110-1112 South Highland Avenue, Baltimore, Maryland 21224
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All goods, inventory, chattels, fixtures and equipment now owned or hereafter acquired located on premises known as 4108 Mountain Road, Glen Burnie, Anne Arundel County, Md. including but not limited to schedule of Inventory attached hereto and made a part hereof.

4. If above described personal property is to be affixed to real property, describe real property.

4108 Mountain Road
 Glen Burnie
 Anne Arundel County, Maryland

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Edward R. Smith
 (Signature of Debtor)

EDWARD RAY SMITH, DEBTOR
 Type or Print

 (Signature of Debtor)

 Type or Print

SECURED PARTY:

EASTERN COIN MACHINE COMPANY
 (Company, if applicable)

William P. Strickland
 (Signature of Secured Party)

WILLIAM P. STRICKLAND, President
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Manuel M. Nicolaides, Esquire-4813 Eastern Avenue, Baltimore, Md. 21224
 Mailed to: _____

I HEREBY CERTIFY that a recording tax of 24.50 plus recording costs were paid to the Circuit Court of Anne Arundel County for recording the Financing Statement.

Manuel M. Nicolaides
 Manuel M. Nicolaides, Esquire

RECEIVED
 CIRCUIT COURT OF ANNE ARUNDEL COUNTY
 1984 NOV 30 PM 1:44
 E. AUBREY COLLISON
 CLERK

1200
 24.50

BOOK - 480 PAGE 65

SCHEDULE OF INVENTORY

Vulcan Range Model B35 Serial#8263404
Marco Heated Display Case Serial#06232-04
Manitowac Ice Cube Maker Serial#82643216
Aero Hot Steam Table Serial#1610-82M
6 stools
6' Bar Sink

Return to:

Manuel M. Nicolaides
Manuel M. Nicolaides, Esquire
4813 EASTERN AVE
BALTIMORE, MD 21224

Anne Arundel

254723

BOOK - 480 PAGE 66

Buyer's (Debtor's) Name (Last name first) Dr Kowalewski, E. J.	Purchaser's Mailing Address 1210 Buckingham Rd Arnold	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address md 21012	Zip Code
Seller's Name Annapolis 4A Rentals	Seller's Address 1919 Lincoln Dr Annapolis, md	Zip Code 21401

BUYER'S SOC. SEC. NO. (First Signer) **207 03 2656**

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N = New U = Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No
1	N	JD	312	Lawn Garden Tractor w/ 50" mower	MD031271722
1	N	JD	-	material collection system	
1	U	JD	54	Front blade w/angling kit Calcium filled rear tires	
1	N	JD	-	front wpt bracket w/ 5 wpts	

RECORD FEE 11.00
 POSTAGE .50
 NOV 30 1984
 NOV 30 84

**FINANCING STATEMENT
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278.
 Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**

Court St. & Deere Rd.
Syracuse, N. Y. 13224

Mail to: **John Deere Company**
P.O. Box ~~565~~ **4949**
Syracuse, N.Y. **13201**

Mailed to: **13221**

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

1984 NOV 30 PM 1:45
 E. AUDREY COLLISON
 CLERK

Debtor resides in Anne Arundel MD. Note dated and signed 10/29/84 Debtor's Telephone No. (301) 6479433

Edward J. Kowalewski
 (Debtor's Signature)
Edward J. Kowalewski, MD
 (Debtor's Signature)

Annapolis 4A Rental
 (Seller's Name)
David B. Gardiner
 Seller's (Secured Party) Signature

(Do not write below this line)

David B. Gardiner, V/Pres.



1100/50

251729

BOOK - 480 PAGE 67

Purchaser's Name (Last name first) Cornish, Nathaniel H.		Purchaser's Mailing Address 430 Balt Annap Blvd, Severn, Md		Zip Code 21146	
Purchaser's Name (Last name/first)		Purchaser's Mailing Address		Zip Code	
Seller's Name Annapolis 4A Rentals		Seller's Address 1919 Lincoln Dr Annap, Md		Zip Code 21401	
DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:					
QTY	New Used	Manufacturer	Model	GOODS (Equipment)	Serial No
1	U	Kubota	295	Diesel Tractor w/ 4 wheel Dr w/ front loader w/ 2 buckets	11161

RECORD FEE 11.00
 POSTAGE .50
 45642 (345 801 10452)
 NOV 30 84

**FINANCING STATEMENT
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X THE ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction ~~is~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**

Court St. & Deere Rd.
Syracuse, N.Y. 13201

Mail to: **John Deere Company**
P.O. Box ~~585~~ 4949
Syracuse, N.Y. 13201

Mailed to: _____ 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

RECEIVED BY CLERK
 1984 NOV 30 PM 1:45
 E. AUERBY COLLISON
 CLERK

Debtor resides in Anne Arundel (County) Md (State) Note dated and signed 11/21/84 (Date) Debtor's Telephone No. (301) 647 0298

Nathaniel H. Cornish
(Debtor's Signature)

Annapolis 4A Rental
(Seller's Name)

Nathaniel H. Cornish
(Debtor's Signature)

David B. Gardiner
(Seller's (Secured Party) Signature)

(Do not write below this line)

David B. Gardiner, V/Pres.



11.00
-50

254730

BOOK - 480 PAGE 68

FINANCING STATEMENT FORM UC-31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated October 24, 1984 is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JENKINS, Joseph H.
Address 3060 Perch Drive Riva, MD 21140

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1983 29' J-29 fiberglass hull #TSP90022M83B
1983 7 1/2 HP Evinrude gas engine

Home anchorage/winter Annapolis MD

ASSIGNEE
LIBERTY BANK FOR SAVINGS
Main & Court Streets
Middletown CT 06457

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)
JOSEPH H. JENKINS
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

RECORDED
1984 NOV 30 PM 1:45
E. AUBREY COLLISON
CLERK

1100/50
Anne Arundel Co
11-5-84

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 69
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 254731

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Case Edwards Mgmt. Co., Inc.
Address 410 Severn Ave., #301 Annapolis, MD 21403
Ann Arundel County

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION
Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"NOT SUBJECT TO TAX"

2 New Equity Telephones and component parts

This financing statement is being filed for informational purposes only. The relationship of the parties is that of Lessor and Lessee.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

RECEIVED
1984 NOV 30 PM 1:45
AUBREY COLLISON
CLERK

X [Signature]
(Signature of Debtor)

Case Edwards Mgmt. Co., Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION
[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.00
.50

STATE OF MARYLAND

BOOK - 480 PAGE 70

Financing Statement (Form UCC-1)

Identifying File No. _____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

254732

1. LESSEE: CAPITAL CITY MARINE SERVICES, INC.
410 Severn Avenue, Suite 306
Annapolis, MD 21403

RECORDING FEE 11.00
POSTAGE .50
NOV 30 11:00
NOV 30 84

2. LESSOR: BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
ELLICOTT CITY, MD 21043

3. ASSIGNEE (if any) OF LESSOR:

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)

ADDITIONS TO EXISTING 1A2 TELEPHONE SYSTEM, Including:
1 - Six-Button Telephone
5 - 400E Line Cards
1 - 584C Panel

1984 NOV 30 PM 1:45
E. AUBREY DOLLISON
CLERK

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

CAPITAL CITY MARINE SERVICES, INC.
Name of Lessee

BUTLER AND COMPANY, INC.
Name of Lessor

BY: Jack J. Ruder
Signature of Lessee

BY: Deborah Stran
Signature of Lessor

JACK J. RUDER PROVISIONS
Type or Print Name, include title

DEBORAH STRAN, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043

301/1

Mailed to: _____

11/30/84

BOOK - 480 PAGE

71

254733

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and address(es) International Total Services, Inc. (Debtor-in-Possession) 125 Terminal Tower Cleveland, Ohio 44113</p>	<p>2 Secured Party(ies) and address(es) Citicorp Industrial Credit, Inc. 200 South Wacker Drive 32nd Floor Chicago, Illinois 60606</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORDED FEE 13.00 POSTAGE 50 1988 NOV 30 11:46 AM ANNE ARUNDEL COUNTY CLERK</p>
<p>4 This financing statement covers the following types (or items) of property: All of Debtor's now owned and existing and hereafter acquired accounts, inventory, machinery, equipment, fixtures, chattel paper, general intangibles, instruments and documents wheresoever located as more particularly described on Exhibit A attached hereto Not subject to Maryland Recordation Tax.</p>		<p>5 ASSIGNEE OF SECURED PARTY</p>
<p>6 Complete only when filing with Judge of Probate: The initial indebtedness secured by the financing statement is \$ _____</p>		
<p>Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented: One</p>		
<p>Filed with: Anne Arundel County, Maryland</p>		
<p>INTERNATIONAL TOTAL SERVICES, INC.</p>		
<p>By: <i>[Signature]</i> Signature(s) of Debtor(s)</p>	<p>By: _____ Signature of Secured Party</p>	
<p>(STANDARD) (B) FILING OFFICER COPY - ALPHABETICAL</p>		

Mailed to Secured Party

1300/50

Exhibit A
to
Financing Statement

BOOK - 480 PAGE 72

Debtor:

International Total Services,
Inc. (Debtor-in-Possession)
125 Terminal Tower
Cleveland, Ohio 44113

Secured Party:

Citicorp Industrial Credit, Inc.
200 South Wacker Drive - 2nd Floor
Chicago, Illinois 60604

All of the following property, or interests in property, of Debtor, whether now owned or existing and hereafter acquired or arising and wheresoever located: accounts, inventory, goods, furniture, machinery, equipment, fixtures, general intangibles (including, without limitation, goodwill, inventions, designs, patents, patent applications, trademarks, trademark application, trade names, licenses, leasehold interests in real and personal property, franchises, tax refund claims, and guarantee claims, security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts), tax refunds, chattel paper, contract rights, instruments, documents, notes, returned and repossessed goods and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

INTERNATIONAL TOTAL SERVICES, INC.
(DEBTOR-IN-POSSESSION)

BY: John A. [Signature] Exec. VP.

Exhibit A
to
Financing Statement

BOOK - 480 PAGE 73

Debtor:

International Total Services,
Inc. (Debtor-in-Possession)
125 Terminal Tower
Cleveland, Ohio 44113

Secured Party:

Citicorp Industrial Credit, Inc.
200 South Wacker Drive-3rd Floor
Chicago, Illinois 60605

All of the following property, or interests in property, of Debtor, whether now owned or existing and hereafter acquired or arising and wherever located: accounts, inventory, goods, furniture, machinery, equipment, fixtures, general intangibles (including, without limitation, goodwill, inventions, designs, patents, patent applications, trademarks, trademark application, trade names, licenses, leasehold interests in real and personal property, franchises, tax refund claims, and guarantee claims, security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts), tax refunds, chattel paper, contract rights, instruments, documents, notes, returned and repossessed goods and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

INTERNATIONAL TOTAL SERVICES, INC.
(DEBTOR-IN-POSSESSION)

BY:

John A. [Signature]

FILING FEE \$ _____

Please Return To: _____

 **Illinois Code Company**
P.O. Box 2969
Springfield, Illinois 62708

THANK YOU

ACKNOWLEDGMENT
COPY

BOOK - 480 PAGE 74

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Mantel, Lewis & Jeanne C. 15228 Dufief Drive Gaithersburg, Maryland 20878		2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. #07567 Filed with Anne Arundell Co. Date Filed Mar 8 19 83		RECEIVED FEE 10.00 POSTAGE .50 NOV 30 1984 NOV 30 84	

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
 10.

78-6-11

No. of additional Sheets presented: _____

BERKELEY FEDERAL SAVINGS & LOAN

By: _____ Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical



12.00
.50

RECEIVED FOR RECORD
CIRCUIT COURT OF A COUNTY

1984 NOV 30 PM 1:46

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 9418 Annapolis Rd Suite 103
CITY & STATE: Lanham M 20706

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
Evan L. Brott		11-14-84	
9521 Old Lantern Way		ACCOUNT NO.	TAB
Laurel MD 20707		836706497	6491

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
	NONE					

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

1984 NOV 30 PM 1:47
 E. J. COLLISON
 CLERK

RECORD FEE 11.00
POSTAGE .50

NOV 30 11:10
NOV 30 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2752.79

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Evan Brott
Evan Brott

DEBTOR

BY Chris Pierde Admin Assist
ORIGINAL - FILING OFFICER COPY.

DEBTOR

Mailed to Secured Party

11.00 / 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Newworld Bank For Savings

Address 55 Summer Street

Boston, MA 02112

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Newworld Bank For Savings of certain lease payments under a certain True Lease Assignment dated May 10, 1984 between Assignor as Lessor and W. D. Robinson Electric Company, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated July 18, 1984 between Assignor and Assignee:

- One (1) Contractor I Estimating Computer System S/N 1660
- One (1) DS-180 Printer S/N 35480
- One (1) Custom Keyboard S/N 2797

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Howard D. Siegel, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NEWORLD BANK FOR SAVINGS

[Signature]
(Signature of Secured Party)

Patrick F. Padden, Jr. - Ass't V.P.
Type or Print Above Signature on Above Line

FILED IN COUNTY OF BALTIMORE
1984 NOV 30 PM 1:47
AUDLEY COLLISON
CLERK

1100/50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____
RECORDED IN LIBER 451 FOLIO 386 ON 14 JULY 82 (DATE)

1. DEBTOR

Name WILLIAMSON, W. E.
Address 867 MT AIRY ROAD, DAVIDSONVILLE, MD 21035

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address COURT STREET & DEERE ROAD/SYRACUSE, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION XXXX (Indicate whether amendment, termination, etc.)</p>

E. AUBREY COLLISON
CLERK
1981 NOV 30 PM 1:48

CHECK FORM OF STATEMENT

RECORDED FEE 10.00
POSTAGE .50
NOV 30 1981 40 801 711:20
NOV 30 84

Dated 13 NOVEMBER 1984

JOHN DEERE COMPANY
[Signature]
(Signature of Secured Party)

R. W. EDWARDS, ASSISTANT TREASURER
Type or Print Above Name on Above Line

Mailed to Secured Party

1000/-50



MARYLAND NATIONAL BANK

We want you to grow.

254737

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at
2. To Be Recorded among the Financing Statement Records at Anne Arundel County
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$... The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to...

5. Debtor(s) Name(s) Address(es)
Commercial Window & Door Co., Inc.
3481 Fort Meade Road
Laurel, Maryland 20707

RECORD FEE 11.00
MORTGAGE .50
RECORDS CO-40 TAX 11.30
NOV 30 84

6. Secured Party Address
Maryland National Bank Box 202
Attention: Mary Kaye College Park, MD 20704

CLAUDE COLLISON
CLERK

1984 NOV 30 PM 1:48

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Commercial Window & Door Co., Inc. (Seal)

By: Louis E. Romm, President (Seal)

Secured Party
Maryland National Bank

Deborah A. Hiserman (Seal)

Deborah A. Hiserman, Assistant Vice President
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

Mailed to Secured Party

Not Subject to Recordation Tax
 Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

LESSEE
1. ~~DEBTOR~~ Severna Park Sunoco
513 Ritchie Hwy. Severna Park, MD 21146
(Name or Names)
(Address)

DEBTOR: _____
(Name or Names)

(Address)

LESSOR
2. ~~SECURED PARTY~~ WRRO LEASING COMPANY, III
25 S. Calvert Street, Baltimore, Maryland 21202
(Name or Names)
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

(1) Allen Engine Analyzer
Model # 23-370
Ser No - C9D-30805

This transaction represents a true lease and is for informational purposes only.

RECEIVED
NOV 30 PM 1:49
COLLISON

RECEIVED
NOV 30 11:00
NOV 30 11:00
NOV 30 84

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
Severna Park Sunoco
By: Richard Garabedian
Richard Garabedian
(Type or print name of person signing)

SECURED PARTY:
WRRO LEASING COMPANY, III
By: Stuart R. Rombro
Stuart R. Rombro, Partner
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: S Data File Services Inc.
I 12327 Santa Monica Blvd.
2 Los Angeles, CA 90025

Mailed to: _____

1102

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____

The Debtor certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation tax on the initial debt has been paid to _____

5. Debtor's Name Address
 Commercial Drapery Contractors, Inc. 2661 Riva Road, Suite 410
 Annapolis, Md. 21401

6. Secured Party Address
 Maryland National Bank 1713 West Street
 Annapolis, Md. 21401
 Attention: Maureen Konschnik

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of the Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of the Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of the Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. Chattel Paper. All of the chattel paper of the Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. Other. All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

Commercial Drapery Contractors, Inc. (Seal)
Debtor's Name

Secured Party
Maryland National Bank

By [Signature] (Seal)
Signature and title

By Maureen Konschnik (Seal)

By _____ (Seal)
Signature and title

Maureen Konschnik - Commercial Lending Officer
Type name and title

By _____ (Seal)
Signature and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

MARYLAND NATIONAL BANK
Attn: L.D.R. Unit 02 04 03
P.O. Box 17372
Baltimore, Maryland 21203

11:50

Mailed to: _____

0850594-0001

NOV 30 PM 1:49
AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
BUSINESS COPY FOL 11:40
NOV 30 84

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 82
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$206,000.00

If this statement is to be recorded in land records check here.

Recordation tax paid \$1,442.00

This financing statement Dated NOV. 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

254741

1. DEBTOR

Name Richmarc Leasing Company
Address 700 Evelyn Avenue Linthicum, Maryland 21090

2. SECURED PARTY

Name The First National Bank of Maryland
Address 25 South Charles Street Commercial Finance 101-503
Baltimore, Maryland 21201
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Refer to attached Listing (pages 1 and 2)

RECORD FEE 15.00
RECORD TAX 1442.00
POSTAGE .50
MISSED 12040 R01 11:55
NOV 30 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Location at: 700 Evelyn Avenue
Linthicum, Maryland 21090

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Richard J. Lessans, General Partner
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Marc B. Lessans, General Partner
Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

Thomas B. Freeze, Loan Officer
Type or Print Above Signature on Above Line

13.00
1,442.00
50

NOV 30 PM 1:49
E. MURPHY & COLLISON
RECORDERS

COMMERCE DISTRIBUTOR'S, INC.

Hardware

Model#	Serial#	Description
E4364	LPS000395	600LPM/4366&DCH CONTRL
E6026	MDB008399	DMTD SUBSYSTEM 9-TRACK
E6167-M		
E6242	KBA030331	D410/460 KEYBOARD
E6256	VDQ001487	DASHER D460 MONITOR
E6168-N		
E6242	VDR006312	DASHER D210 TERMINAL
E6245	KBA030332	D210/211 KEYBOARD
E6168-N B		
E6242	VDR006315	DASHER D210 TERMINAL
E6245	KBA030335	D210/211 KEYBOARD
E6168-N B1		
E6242	VDR006313	DASHER D210 TERMINAL
E6245	KBA030333	D210/211 KEYBOARD
E6168-N B10		
E6242	VDR006324	DASHER D210 TERMINAL
E6245	KBA030342	D210/211 KEYBOARD
E6168-N B11		
E6242	VDR006325	DASHER D210 TERMINAL
E6245	KBA030343	D210/211 KEYBOARD
E6168-N B12		
E6242	VDR006326	DASHER D210 TERMINAL
E6245	KBA030344	D210/211 KEYBOARD
E6168-N B2		
E6242	VDR006314	DASHER D210 TERMINAL
E6245	KBA030334	D210/211 KEYBOARD

13-00
1. 11/170
20

COMMERCE DISTRIBUTOR'S, INC.

Hardware (Cont'd)

<u>Model#</u>	<u>Serial#</u>	<u>Description</u>
E6168-N B4		
E6242	VDR006316	DASHER D210 TERMINAL
E6245	KBA030336	D210/211 KEYBOARD
E6168-N B5		
E6242	VDR006317	DASHER D210 TERMINAL
E6245	KBA030337	D210/211 KEYBOARD
E6168-N B6		
E6242	VDR006318	DASHER D210 TERMINAL
E6245	KBA030338	D210/211 KEYBOARD
E6168-N B7		
E6242	VDR006321	DASHER D210 TERMINAL
E6245	KBA030339	D210/211 KEYBOARD
E6168-N B8		
E6242	VDR006322	DASHER D210 TERMINAL
E6245	KBA030340	D210/211 KEYBOARD
E6168-N B9		
E6242	VDR006323	DASHER D210 TERMINAL
E6245	KBA030341	D210/211 KEYBOARD
E6194	TDG000771	DASHER TERM PRTR S & R
E6194	TDG000772	DASHER TERM PRTR S & R
E6194	TDG000773	DASHER TERM PRTR S & R
E6194	TDG000774	DASHER TERM PRTR S & R
E6236	DWO001637	360 MB DISK 120V/60HZ
E8760-L	OVE000927	MV4000 2MB

KCE:dd
CH110COMDIS:dp4

STATE OF MARYLAND

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UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252722

RECORDED IN LIBER 475 FOLIO 74 ON 7/23/84 (DATE)

1. DEBTOR

Name Four Winds International
Address 7465 M Candlewood Rd Harmons MD

2. SECURED PARTY

Name AT&T Information Systems
Address 1100 Wayne Ave, Ste 800 Silver Spring MD 20910
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

1984 NOV 30 PM 1:49
E. ADRIEN COLLISON
CLERK



CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">Assignee Chase Commercial Corp 560 Sylvan Ave Englewood Cliffs NJ 07632</p>	

RECORDS 11:00
POSTAGE .50
SERIALS 040 R01 T11158
NOV 30 84

Mailed to Secured Party 10/30/84

Dated 10/31/84

J.A. Riccardo
(Signature of Secured Party)
F.A. Riccardo Branch Mgr
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jeffrey P. Cranska

Address 277 Green Holly Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Patterson Dental Company

Address 711 Jorie Blvd. Suite 270 Oak Brook, Ill. 60521

Dental Capital Corporation, 1100 E. 80th Street, Minneapolis, MN 55420

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Gendex X-Ray Panalipse less control S/N 421312-422055 417162

1 High Plus Intensifying Screen # E0148ED Assignee of Secured Party
Dental Capital Corporation
711 Jorie Blvd. Suite 270
Oak Brook, IL 60521

Mailed to _____
RECORD FEE 11.00
POSTAGE .50
NOV 30 1994

1904 NOV 30 PM 3:23
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Jeffrey P. Cranska
Type or Print Above Name on Above Line

X Jeffrey P. Cranska
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Jett Hermes

Type or Print Above Signature on Above Line

11.00
-50

*Not Subject to Recordation Tax - Conditional Sales Contract

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Richard Shortridge, T/A Shortridge Tree Service
(Name or Names—Last Name First)
197 Circle Rd, Pasadena, Maryland 21122
(Address)

2. SECURED PARTY: Chesapeake Supply & Equipment Company
(Name or Names)
8366 Washington Blvd., Savage, Maryland 20763
(Address)

3. ASSIGNEE (If any)
OF SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
10 E. Baltimore Street, Baltimore, Md. 21202
(Address)

4. This Financing Statement covers the following types (or items) of property: *Willed to Assignee*
One (1) Asplundh Model JEXY Chipper
serial #18280

5. The land upon which the above described collateral is or is to be located is described as follows:

E. AUBREY COLLISON
CLERK
1984 NOV 30 PM 3:23

RECORD FEE 12.00
POSTAGE .50
BUSINESS COURSE RD. 714-18
NOV 30 84

(If additional sheets are attached hereto, state number thereof: _____)

6. Proceeds of collateral are covered hereunder: YES NO

7. This transaction (is) (is not) exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: _____

9. Filed with: _____

10. RETURN TO: UNION TRUST COMPANY OF MARYLAND, BALTIMORE & ST. PAUL STS., BALTIMORE, MD. 21203

Dated this 16th day of November, 19 84

DEBTOR: Richard Shortridge
T/A Shortridge Tree Service
By: *Richard E. Shortridge*
(Title)
Richard E. Shortridge

SECURED PARTY:
Chesapeake Supply & Equipment Co.
By: *Douglas B. Eggers*
(Title)
Douglas B. Eggers, Pres.

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

UCC-1

12.00
50

BOOK - 480 PAGE 88
STATE OF MARYLAND

254715

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Rehab Computer, Incorporated
RGI, Incorporated
Address 5203 Leesburg Pike, Falls Church, Virginia 22041

2. SECURED PARTY
Name Leasing Service Corporation
Address 500 DiGiulian Blvd., P. O. Box 1680, Glen Burnie, MD 21061

Mailed to Secured Party
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 36.00
POSTAGE .50
NOV 30 1984 10:20
NOV 30 84

Equipment Location: SAB 3, Gate House 10, Fort George G. Meade, MD 20755

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RGI, Incorporated

By: [Signature]

(Signature of Debtor)

Richard S. Quigg, President
Rehab Computer, Incorporated

Type or Print Above Name on Above Line

By: [Signature]

(Signature of Debtor)

Richard S. Quigg, President

Type or Print Above Signature on Above Line

Leasing Service Corporation

[Signature]

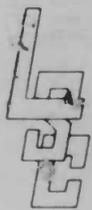
(Signature of Secured Party)

Larry F. Kimmel, Assistant Secretary

Type or Print Above Signature on Above Line

1984 NOV 30 PM 3:23
E. AUGUST COLLISON
CLERK

36⁰⁰/50



ca LEASING SERVICE CORPORATION (the "LESSOR")

- 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021
- 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94662
- 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341
- 2360 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018
- P.O. BOX 8, PREL PLAZA • ORANGEBURG, NEW YORK 10962
- P.O. Box 1680, Glen Burnie, MD 21061

89
 Telephone: 212/421-3600
 Telephone: 415/654-8615
 Telephone: 404/458-9211
 Telephone: 312/298-5580
 Telephone: 914/359-8111
 301/761-7100

LEASE NO. _____

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

RGI, Incorporated
5203 Leesburg Pike
Falls Church, VA 22041

Various Vendors

NAME AND TITLE OF PERSON TO CONTACT: _____

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	Seven (7) Bow Model 632 Cleaner/Conditioners, S/N's 124, 125, 126, 127, 128, 129, 130.
	Two (2) Honeywell, Model 96-B Magnetic Tape System, S/N

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY _____ COUNTY _____ STATE _____

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 5,768.94 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	60	\$346,136.40 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	60	\$ 11,537.88 <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ -0- <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule in part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or 11-7-84 whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Glen Burnie, Maryland

DATE EXECUTED BY LESSEE: November 7, 1984

DATE: November 7, 1984

LESSEE: RGI, Incorporated

ca LEASING SERVICE CORPORATION

FULL LEGAL NAME

[Signature]

BY: *[Signature]* AUTHORIZED SIGNATURE TITLE

BY: Larry F. Kimmel, Assistant Secretary

BY: _____ AUTHORIZED SIGNATURE TITLE

LEASE COPY

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for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date, an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney in fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanics and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof except as agreed, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no removal under section 8 hereof, Lessor will receive at use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatsoever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash all of the following: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent of the cost of said item; and (iii) the unpaid balance of the Total Rent for the initial term of this lease attributable to said item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts numbered (i) and (ii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney in fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exhausting any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous applications changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges and taxes, Lessor shall have the right to add to the rent payable by Lessee the cost of such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent in addition to the rent payable by Lessee. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets and property of every kind wherever located, now and/or hereafter, belonging to Lessee and in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignment and/or mortgage shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease shall be binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 15% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisement, stay or exemption laws then in force.

17. If Lessee fails to pay any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance hereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment and attempt release of same (applying 80% of the reasonable rental value of the equipment, as determined by Lessor, for the unexpired initial term hereof to the unpaid balance of Total Rent); Lessee remaining unconditionally liable for any deficiency under (i) and (ii) above; (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder; (C) pursue any other remedy, at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. Lessee and Lessor hereby waive any and all rights to a trial by jury in any action based hereon or arising hereunder.

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereinbelow, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C.A. Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney in fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

_____(L.S.)_____(L.S.)
(Guarantor) (Guarantor)
_____(L.S.)_____(L.S.)
(Guarantor) (Guarantor)

A.A. County

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UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 424 Page No. 538
Identification No. 232322 Dated April 28, 1980

1. Debtor(s) { Robert Thomasson & Shirley
Name or Names—Print or Type
815 Broadview Blvd. Ferndale MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A.
Name or Names—Print or Type
100 S. Charles St. Balto. MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

Mailed to Secured Party

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1984 NOV 30 PM 3:23
AUBREY COLLISON
FBI

RECORD FEE 10.00
POSTAGE 50
NOV 30 1984

Dated: October 1, 1984 Equitable Bank n.a.
Name of Secured Party
[Signature]
Signature of Secured Party
C. L. Carr Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00
86

On July 1, 1982, The Equitable Trust Company merged into Equitable Bank, National Association. Any reference herein to The Equitable Trust Company shall mean Equitable Bank, National Association.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 447 Page No. 544
Identification No. 241816 Dated March 18, 1982

1. Debtor(s) { Conrad Sommers
Name or Names—Print or Type
175 Cardamon Dr. Edgewater MD 21037
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A.
Name or Names—Print or Type
100 S. Charles St. Baltimore Md 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) Mailed to Secured Party

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1984 NOV 30 PM 3:23
E. ADRIEN COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
NOV 30 1984

Dated: October 1, 1984 Equitable Bank NA
Name of Secured Party
[Signature]
Signature of Secured Party
C. L. Carr Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

On July 1, 1982, The Equitable Trust Company merged into Equitable Bank, National Association.
Any reference herein to The Equitable Trust Company shall mean Equitable Bank, National Association.

10.10
1.50

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254716

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name W.H.W. Enterprises, Inc.

Address 1981 Moreland Parkway Annapolis, Maryland 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Highway, 450 & 178., Annapolis, Maryland 21401

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Assignee of Secured Party
Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, MD 21061

Mailed to Annapolis
Returned to _____



CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

W.H.W. Enterprises, Inc.

Gilbert A. Wolf Pres.
(Signature of Debtor)

Gilbert A. Wolf, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Rhoda L. Baldwin Pres.
(Signature of Secured Party)

Rhoda L. Baldwin, President

Type or Print Above Signature on Above Line

RECORDS FEE 20.00
POSTAGE .50
ANNE ARUNDEL COUNTY 0040-001 114422
NOV 30 84

1984 NOV 30 PM 3:24
E. AUDREY COLLISON
CLERK

33.00
.50

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: W.H.W. Enterprises, Inc.
Defense Highway, 450 & 178 Annapolis, MD 21401 1981 Moreland Parkway Annapolis, MD 21401

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):
One (1) New Centerville 9 Ton Trailer Model 1030 S/N 91622DO

(1) TIME SALES PRICE \$ 57,211.28
(2) Less DOWN PAYMENT IN CASH \$ 4,430.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 52,781.28

One (1) New JCB Diesel Wheel Loader Backhoe w/ROPS, 3 1/2' Extend-A-Hoe, 24" Bucket, Model 1550 S/N 307763

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1981 Moreland Parkway Annapolis, Maryland 21401
Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fifty two thousand seven hundred eighty one and 28/100***** Dollars (\$ 52,781.28) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 21st day of November, 19 84, and continuing on the same date each month thereafter until paid: the first 47 installments each being in the amount of \$ 1,099.61 and the final installment being in the amount of \$ 1,099.61

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorser hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: November 19, 19 84
Accepted Baldwin Service Center, Inc. (SEAL) W.H.W. Enterprises, Inc. (SEAL)
By: Rhonda L. Baldwin, Pres. By: [Signature]
Co-Buyer-Maker: [Signature]
(Witness as to Buyer's and Co-Maker's Signature) (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)
_____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Witness) _____ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

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ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 19, 1984,

between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee

and W.H.W. Enterprises, Inc. 1981 Moreland Parkway Annapolis, MD 21401

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 52,781.28 ~~12~~ ¹⁹th day of November, 1984

IN WITNESS WHEREOF, we have hereunto set out hand and seal this

Baldwin Service Center, Inc. (SEAL)
(Seller/Lessor/Mortgagee)
By Shada L. Baldwin, Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

.....*Nov 30*....., 19*84*..

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. *249966*..... in Office of *Clerk of Court*..... *A. A. Lind*
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Thomas W. Burke Jr.
4314 Heath Street
Hillside MD 20745

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Hauschild Finance Corp.
Secured Party

By *A. S. B...*
Its Branch Office Manager

Mailed to Secured Party

2058 Severnville Rd
Annapolis, MD
21401

RECORDED
INDEXED
NOV 30 1984
FBI - BALTIMORE

BOOK - 480 PAGE 97

RECEIVED FOR RECORD
CLERK OF COURT BALTIMORE

1984 NOV 30 PM 3:24

B
E. AUDREY COLLISON
CLERK

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242288

RECORDED IN LIBER 449 FOLIO 95 ON April 26 '82 (DATE)

1. DEBTOR

Name Loftus, James V.
Address 1645 West Chester Ct., Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Mailed to Secured Party

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

CHECK FORM OF STATEMENT

1984 NOV 30 PM 3:24
E. ANDREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
NOV 30 1984

JOHN DEERE COMPANY

Dated 19 Nov. 1984

Handwritten signature of R.W. Edwards

(Signature of Secured Party)

R.W. Edwards, Asst. Treas.

Type or Print Above Name on Above Line

Handwritten note: 10.00/50

254717

BOOK - 480 PAGE 99

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
BROWN, DONALD LEE
RT. 170 TELEGRAPH RD.
LOT#68 SEVERN M.H.P.
SEVERN, MD. 21144

2 Secured Party(ies) and address(es)
CHESAPEAKE MOBILE HOMES
10039 N. SECOND AVE.
LAUREL, MD. 20707

3 Maturity date (if any)
For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00
POSTAGE 1.00
TOTAL 12.00
NOV 30 1984

4 This financing statement covers the following types (or items) of property:

1985 HOLLY PARK OVERLAND PARK MOBILE HOME 14x70
SERIAL# 12349
Installed option Air Conditioner SN# A000793648

5. Assignee(s) of Secured Party and
Address(es)
NORWEST MODERN HOME CAPITAL,
INC.
P.O. BOX 668
UNIONTOWN, PA. 15401

Mailed to [Signature]

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented.

By Donald L. Brown
Signature(s) of Debtor(s)

By [Signature]
Signature(s) of Secured Party(ies)

NORWEST MODERN HOME CAPITAL, INC

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

11.00 / .50

RECEIVED FOR RECORD
CIRCUIT CLERK TOWSON COUNTY

1984 NOV 30 PM 3:24

E. AUBREY COLLISON
CLERK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Charles Brothers, Inc.
t/a Popeye's
5317 Ritchie Highway Brooklyn Park
Baltimore, MD 21225

2 Secured Party(ies) and address(es)
Leasing Systems, Inc.
1413 K Street, Suite 1200
N.W., Washington, D.C. 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORDED 22.00
POSTAGE .50
JAN 22 1985
400 30 84

4 This financing statement covers the following types (or items) of property:

See Schedule "A" which is hereby attached and becomes part hereof.

Assignment of a Rents and Security Agreement between Leasing Systems, Inc. and the First American Bank of Washington covering a lease dated July 3, 1984 in which Leasing Systems, Inc. grants to the Bank (FABW) all contract rights, benefits and privileges along with any and all payments and proceeds thereunder. Pursuant to a Security Agreement between Leasing Systems, Inc. and First American Bank of Washington, the Bank (FABW) has a security interest in the above mentioned equipment.

5. Assignee(s) of Secured Party and Address(es)

FIRST AMERICAN BANK
OF WASHINGTON
740 15th Street, N.W.
Washington, D.C. 20005

Mailed to Assignee

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Charles Brothers, Inc. T/A Popeye's

Leasing Systems, Inc.

By Rajan Chandra Signature(s) of Debtor(s)

By Lee E. Nathanson Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RECEIVED FOR RECORD
1984 NOV 30 PM 3:25
E. AUDREY COLLISON
CLERK

22.00
-.50

LEASE #15050

BOOK - 480 PAGE 101

LESSEE: Charles Brothers, Inc.
t/a Popeye's
5317 Ritchie Highway Brooklyn Park
Baltimore, MD 21225

<u>QUANTITY</u>	<u>SCHEDULE "A"</u>	<u>AMOUNT</u>
1	Wasserstrom Bagging Counter for the Drive Thru 30" X 9", all S/S Welded Const. with Cut Outs for Clip Dispensers and Drink Station #C093-02-03	\$ 1,741.00
1	Delivery to Job Site (Equipment)	1,000.00
1	Delivery of Walk-In to Job Site	594.00
1	Groen Steam Jacketed Kettle, Model TDB/7-40 Qt W/ Cover (240/1PH) Tag # 36683	2,101.00
1	Manitowoc #C4-1194N, Cuber Ice Machine Half Dice W/ Remote #AC-1195A Condensor Unit, #R-20 Line Set, 20 Ft. and C-900 Ice Storage Bin W/Legs, 1040LB Capacity (1Ph) Tag #37154	3,811.00
2	McCall 2-Door Reach-In Refrigerator Model 4045, W/ Two Full Doors Tag #37155	2,500.00
1	Vulcan Hart Double Deck Convection Model #5G-22 (Popeyes P20-2G) on 6" Leg Stand W/S/S Front and Sides Tag #37156	4,235.00
1	Oven Warranty Tag #37156	140.00
1	A.J. Antunes Round Up #CCC-20 Corn Cooker #35157	422.00
2	Amana RC14-SD Microwave Oven #37158	2,614.00
2	P.T.L. #OV-101 Oven Timers and Load Control #37159	448.00
1	Univex M-20 Biscuit Batter Mixer	1,368.00

LESSOR: LEASING SYSTEMS, INCORPORATED

BY: V. P.

TITLE: V.P.

LESSEE: CHARLES BROTHERS, INC.,
T/A POPEYE'S

BY: [Signature]

TITLE: V.P.

2750

BOOK - 480 PAGE 102

<u>QUANTITY</u>	<u>SCHEDULE "A"</u>	<u>AMOUNT</u>
1	Wasserstrom #RBT-3 S/S Biscuit Prep Table W/80" Refrigerated Base Work Surface W/ Back and Side Splashes 20" X 32" Temperated Cold Top W/ Corian Plate To Include: Remote Compressor, W/ Low Ambient Kit, Weather Cover, Biscuit Table to be on Casters W/ Refrigerated Flex Lines, W/ Curb. for Roof Per DWG #8916-01-24, 01-24A, 01-24B, and 02-26	\$3,844.00
1	Wasserstrom Batter Table 30" X 84", all S/S Welded Const. W/ Cut-Out for Cold Pan and Flour Pan. To Include QM-R-77 Kit W/ Accessories Per DWG #C093-01-01	2,516.00
1	Wasserstrom Standard Easy-Over S/S Construction to Include: Overall Height 8' 2" Integral Back Splash W/ Counter and Storage Areas, Hot Food Wells W/ T-Bar Const., French Fry Dumps, Heat Lamps (2) Refrigerated Drawers W/ Remote or Self-Contained 1/2 HP Comp. W/Warranty (2) Leitner Drawer Lines Accessory Package Includes: Lid, Bag and Tong Holders, Condiment Pans, Chicken Racks Plate Glass Mirrors for Product Display, Exhaust and Make-up Air Canopy, Exhaust and Make-Up Air Ducts, Make-Up Air Vents, Heat Lamps and Duct Collars UNIT DOES NOT INCLUDE: Exhaust or Make-Up Air Systems, Fans or Duct Work Per DWG B916-03-06A, 03-06B, 03-06C, 02-06D, 04-06E, 04-06 F and 02-06G	14,664.00
1	Wasserstrom Drive-Thru Table all S/S Const. W/4 Mounting Brackets Per DWG #C093-02-04	486.00
1	Wasserstrom S/S Service Counter "L" Shaped w/S/S Legs and Feet and undershelf. 90 Degree Back and Sides W/ Rolled Front Per DWG #C093-01-05	451.00
1	Wasserstrom S/S Microwave Oven Shelf Per DWG C9-B653-01-03	194.00
1	Wasserstrom Sink Divider 18" X 30" All S/S Welded Const. (Ship Loose) Rounded Top Corner	Delete
1	Wasserstrom Exhaust Hood, 36" X 48" All S/S Welded Const. W/ T-Bar Const. W/4-Hanger Rods, Duct Collars, Brackets and Filters #C093-01-02	841.00

LY

SCHEDULE "A"

AMOUNT

		AMOUNT
	P.T.L. #MX--101 Mixer Timer #37159	\$ 183.00
1	P.T.L. #H-101 Holding Timer #37159	160.00
1	Lot Metro S/S Wide Wall Shelving to Consist of:1-1248S -Shelf, 1-1260S Shelf, 4-12WBIS S/S Brackets #37161	152.00
1	Lot Metro S/S Wire Wall Shelving #37161	50.00
1	Amtekco ISC-42 Exhaust Hood 42" X 48" #37162	493.00
1	Amtekco Condiment Hood ISC-36 #37162 W/Hemmed Edges	464.00
1	Metro Shelving 1-18 48S, 2-#18WBIS #37161	Delete
1	Quality Metal #QMM-4 Floor Model Marinator #37163	1,185.00
1	Metro Shelving #37161	138.00
1	Lily Cup Dispenser #37164	288.00
1	Deep Fat Fryer (Gas) #37165	11,325.00
6	Keating Quick Disconnect Hoses 3/4" #37165	414.00
1	Amtekco #C-2-2424-24L 2-Compartment Sink W/Left Hand Drainboard #37162	653.00
2	Law-1 Lever Action Waste #37162	58.00
1	Groen #TS-B Support Stand #36683	644.00
1	Amtekco AWT-248S S/S Welded Const. #37162	318.00
1	Metro 3 Tier Chrome Shelving 18" X 72"NC #37161	135.00
2	Amtekco DR2472 S/S Dunnage Racks #37162	316.00
1	Metro Chrome Wire 4-Tier Shelving (Freezer) #37161	665.00
1	Amtekco SPWMPRS-60 Pot and Pan Rack #37162	103.00
1	Metro Chrome Wire 4-Tier Shelving 32-2460NC 24" X 60", 4-1848NC 18" X 48", 36-74P Posts #37161	Delete
5	Mosler Mini Safes #37168	380.00
1	Wasserstrom #AWT-396 Worktable, allS/S Welded Const. #37162	410.00
1	MIES G100S Fat Filter, Tin Lined Steel Tank #37167	818.00
1	Metro Wall Shelving #37161	delete
1	Quality Metal Model #QM-R-77 Retrofit Kit W/ Accessories #37163	1,345.00

PAGE FOUR
SCHEDULE "A"

BOOK - 480 PAGE 104

AMOUNT

QUANTITY

1

Kolpak Walk-in Freezer / Cooler W/ Compressors #37210

\$10,283.00

2

Stylite Tiffany Style Lamps 23" Blue/Green

Delete

TOTAL

\$75,000.00

254719

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Raintree Industries, Inc.
P. O. Box 336 Glen Burnie, Maryland 21061 (Name or Names)
 _____ (Address)
 _____ (Name or Names)
 _____ (Address)
2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
3. ASSIGNEE (if any) of LESSOR Northfield Savings & Loan Assoc., Inc.
1844 E. Joppa Rd. Baltimore, Maryland 21234 (Name or Names)
 _____ (Address)

4. This financing Statement covers the following types (or items) of property:
One - OK1 B2 Cellular Telephone

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Raintree Industries, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: X Eugene R. Meckley V.P. By: Gordon T. Hill President
 Eugene R. Meckley (Title) Gordon T. Hill (Title)
 (Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to: Northfield Savings & Loan
 _____ (Title) 1844 E. Joppa Rd.
 _____ (Type or print name of person signing) Baltimore, MD 21234
Attn: Ron Johnson

1984 NOV 30 PM 3:25
E. AUGUST COLLISON
CLERK

11/30/84

BOOK - 480 PAGE 106

254750

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould Inc. Defense Electronics Div. 6711 Baymeadow Dr. Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, IL. 60018	For Filing Officer (Date, Time, Number, and Filing Office) Mailed to Secured Party

4 This financing statement covers the following types (or items) of property):
 New: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE
 MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION.

RECORD FEE 2.00
 POSTAGE .50
 TOTAL DOLLARS 2.50
 NOV 30 1984

"This transaction is a lease and is not intended by the parties
 to be a security transaction; filing is only intended to make the lease
 a matter of public record.

ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO RECORDATION TAX

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 4

Filed with: County Recorder - Anne Arundel

Defense Electronics Div.
 By: *[Signature]*
 Signature(s) of Debtor(s)

Equitable Life Leasing Corporation
 By: *[Signature]*
 Signature of Secured Party

(STANDARD)

MODERN LAW FORMS CHICAGO
 (312) 640-1688

(1) FILING OFFICER COPY-ALPHABETICAL

2100/50

RECEIVED & RECORDED
 COUNTY CLERK'S OFFICE
 1984 NOV 30 PM 3:26
 E. AUBREY COLLISON
 CLERK

BOOK - 480 PAGE 107
EQUITABLE LIFE LEASING

SCHEDULE "A"

Page 1 of 4

This schedule is to be attached to and becomes part of the Agreement dated October 31, 1984, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	17	T - Connectors, 62"H	A0665LT	
	7	Panel Connectors, 30" H	A0212	
	7	Panel Connectors, 42" H	A0620	
	190	Panel Connectors, 62" H	A0211	
	18	Wire Management Trough, 48" W	WM208	
	18	Multi-Outlet Elec. Distr.	ED219	
	2	Dark Tone Edge Straight Counter Cap, 48" x 14" D	A0596LT	
	4	Mid-End Support	A0617DT	
	77	Lateral Files, 48" W	A0379LT	
	77	Flipper Door, 48" W	A0251LT-3867	
	78	Shelf, 48"W	A0436LT	
	72	General Task Light, 48"	LT121LT	
	72	Tack Board, 15"	A0980-3867	
	1	Dark Tone Edge Drafting Board, 48" x 36" D	A0913LT	
	5	Dark Tone Edge Hanging Work Surface, 48" x 26" D	A0556LT	
	5	Two-Drawer Storage W/lock	A0987DT	
	5	Pencil Drawer	A0420DT	
	27	Shelf Dividers, Pkg. of 8	A0566LT	
	13	Coat Hooks, Pkg of 6	A0224TR	
	36	Wire Management Assemblies	WM204	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.
 (Name)
 By: [Signature] 10/31/84
 Its: VP

BOOK - 480 PAGE 108
EQUITABLE LIFE LEASING
 SCHEDULE "A"

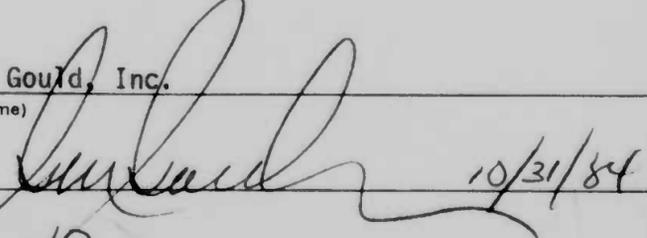
Page 2 of 4

This schedule is to be attached to and becomes part of the Agreement dated October 31, 1984, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	3	Wire Management Assemblies, 36"E, Pkg of 5	WM203	
	17	Wire Management Assemblies, 12"W, Pkg of 5	WM201	
	37	Wire Management Assemblies, 24", Pkg of 5	WM202	
	11	Two-Way 90 Trim Covers, Pkg of 5	WM213	
	1	Two-Way 180 Trim Covers, Pkg of 5	WM214	
	13	Three-Way Trim covers	WM215	
	5	Four-Way Trim Cover	WM216	
	28	End Cap Trim Cover Pkg of 5	WM211	
	1	90 Deg. Electrical Coupler, Pkg of 5	ED207	
	5	180 Deg. Electrical Coupler, Pkg of 5	ED208	
	6	Electrical Whips, 24"W, Pkg of 5	ED202	
	2	Electrical Whips, 12"W, Pkg of 5	ED201	
	6	Electrical Whip, 48" Pkg of 5	ED204	
	11	Duplex Electrical Recpptacle Circuit, A, Pkg of 5	ED213	
	11	Duplex Electrical Receptacle Circuit, 8, Pkg of 5	ED214	
	1	Des Drw Inst Drw as req.	A0DD	
	1	Panel	A0237LT/DT	
	1	Pewter 24x48 Silent Accent Sound Absorber	C24 65031-335	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.
 (Name)

By:  10/31/84

Its: VP

BOOK - 480 PAGE 109
EQUITABLE LIFE LEASING
 SCHEDULE "A"

Page 3 of 4

This schedule is to be attached to and becomes part of the Agreement dated October 31, 1984, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	9	Pewter 18x60 Silent Accent Sound Absorber	C24 65030-335	
	16	Wedgewood 36x60 Silent Accent Sound Absorber	C24 65034-315	
	5	Oatmeal 36x60 Silent Accent Sound Absorber	C24 65034-325	
	3	Wedgewood 18x60 Silent Accent Sound Absorber	C24 65030-315	
	4	Wedgewood 42x60 Silent Accent Sound Absorber	C24 65036-315	
	1	62" x 24" Acoustical Panel	M/10 A0884FFLT	
	2	62" x 48" Acoustical Panel	M/10 A0882FFLT	
	2	Connectors	M/10 A0211	
	2	End Caps	M/10 A040S1t	
	4	Panel Support Legs	M/10 A0500	
	2	80" x 48" Acoustical Panel	M/10 A0878FFLT	
	2	80" Connectors	M/10 A08212	
	2	80" T - Connectors	M/10 A0666	
	2	80" End Cap	M/10 A040	
	8	Acoustical Panels, 80"x48"	A0878FFLT-4904	
	2	Acoustical Panels, 80"x24"	A0880FFLT-4904	
	3	Acoustical Panels, 80"x12"	A0881FFLT-4904	
	157	Acoustical Panels, 62"x48"	A0882FFLT-4904	
	11	Acoustical Panels, 62"x36"	A0883FFLT-4904	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.
 (Name)

By: [Signature] 10/31/84

Its: VP

TO
SCHEDULE A
TO
EQUIPMENT RENTAL SCHEDULE NO. 1-3-130249

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MODEL NO.</u>
	<u>Gould Inc. Purchase Order No. Z48439:</u>	
	<u>American Office Equipment Co.:</u>	
117	Acoustical Panels, 62"x24"	A0884FFLT-4904
10	Panels, 62"x12"	A0885FFLT-4904
12	Panels, 42"x48"	A0627FFLT-4904
3	Panels, 42"x24"	A0628FFLT-4904
6	Panels, 42"x12"	A0961FFLT-4904
5	Standard Panels, 62"x48"	A0255LT
64	Standard Panels, 62"x24"	A0256LT
66	Standard Panels, 62"x12"	A0257LT
1	Two-Way 180 Connector, 80"H	A0950LT
49	Two-Way 90 Corner Connector, 62" H	A0944LT
59	Three-Way Corner Connector, 62"H	A0954LT
24	Four-Way Corner Connector, 62"H	A0959LT
2	Two-Way 90 Corner Connector, 80"	A095LT
1	Three-Way Corner Connector, 80"H	A0955LT
3	Three-Way Corner Connector, 42"H	A0952LT
3	Two-Way 90 Connector, 42"H	A0942LT
3	Variable Height Accommodation Package	A0968LT
1	Panel End Cap, 80"H	A0406LT
9	Panel End Cap, 42"	A0618LT
3	Four-Way Corner Connector, 80"	A0960LT
7	Two Circuit Power Pole, 62"H	ED224FFLTDTLT
1	Two Circuit Power Pole, 80"H	ED225FFLTDTLT
135	Panel End Cap, 62"H	A0405LT

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pete's Cycle Company, Inc.

Address 800 Ritchie Highway Severna Park, MD 21146

2. SECURED PARTY

Name Kawasaki Motors Corp., U.S.A.

Address 2009 E. Edinger Ave. Santa Ana, CA 92705

Person And Address To Whom Statement Is To Be Returned If Different From Above. *Mailed to Secured Party*

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL KAWASAKI MOTORCYCLES, JET SKIS, SNOWMOBILES, LEAR SEGLER DATA DISPLAY TERMINAL AND ALL OTHER TRADE NAME ITEMS, INCLUDING RELATED ACCESSORIES AND PARTS NOW OWNED OR HEREAFTER ACQUIRED WHEREVER LOCATED.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Pete's Cycle Company, Inc.

X Walter Leach
(Signature of Debtor)

Walter Leach

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kawasaki Motors Corp., U.S.A. CTY#1071

Cindy McPeek
(Signature of Secured Party)

Cindy McPeek

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CLERK AUBREY COLLISON

1984 NOV 30 PM 3:26

E. AUBREY COLLISON
CLERK

11/30/84

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - **480** PAGE **112**
 Identifying File No. _____

254752

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ **2667.75**

If this statement is to be recorded in land records check here.

This financing statement Dated **11/21/84** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name **JOHN & BETTY CLENDENIN**
 Address **187 CHESAPEAKE MOBILE COURT HAMOVER, MD. 21076**

2. SECURED PARTY

Name **NORWEST FINANCIAL LEASING, INC.**
 Address **7528 RITCHIE HWY. GLEN BURNIE, MD. 21061**
Mailed to Secured Party

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 t.v.
- 1 Stereo
- 1 Washer
- 1 Refrig.
- 1 Stove
- 1 Living Room Set
- 3 Bedroom Sets
- 1 Dining Room Set

RECORD FEE 12.00
 RECORD TAX 17.50
 POSTAGE .50
 REGISTER UNIT R01 T14147
 NOV 30 84

1984 NOV 30 PM 3:27
 E. ALBERT COLLISON
 CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John A. Clendenin
 (Signature of Debtor)
JOHN A. CLENDENIN
 Type or Print Above Name on Above Line
Betty Clendenin
 (Signature of Debtor)
BETTY CLENDENIN
 Type or Print Above Signature on Above Line

Mary E. Hicks
 (Signature of Secured Party)
MARY E. HICKS
 Type or Print Above Signature on Above Line

12.00
 17.50
 .50

BOOK - 480 PAGE 113
UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 475 FOLIO 21 ON 7/20/84 (DATE)

1. DEBTOR

Name Timothy D. Moore

Address 8017 New colony Court Severn, Md 21144

2. SECURED PARTY

Name Norwest Financial

Address 7528 Ritchie Hwy. Glen Burnie, Md. 21061

Mailed to Secured Party

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00
POSTAGE .50
40 801 71453
NOV 30 84

Dated 10/3/84

Michelle L. Morrison
(Signature of Secured Party)

Michelle L. Morrison
Type or Print Above Name on Above Line

10.00
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 114
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 254753

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3126.51

If this statement is to be recorded in land records check here.

This financing statement Dated 10/1/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Timothy d. Moore
Address 8017 New Colony Court Severn, Md. 21144

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.
Address 7528 Ritchie Hwy., Glen Burnie, Md. 21061

Mailed to Secured Party

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 2 T.V. Sets
- 1 Washer
- 1 Refrig.
- 1 Sewing Machine
- 1 Vacuum Cleaner
- 1 Living Room
- 1 Bedroom Set
- 1 Dining Room Set

1984 NOV 30 PM 3:27

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE 50
1040 801 114754
NOV 30 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Timothy D. Moore
(Signature of Debtor)

Timothy D. Moore
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark Cavanaugh
(Signature of Secured Party)

Mark Cavanaugh
Type or Print Above Signature on Above Line

11.00
21.00
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

251751

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

NOT SUBJECT TO A RECORDATION TAX
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Y and M Steel Contractors Inc. 810671

Address 1178 Tanager Dr. Millersville, Md. 21108 *Annie Grundell*

2. SECURED PARTY

Name ITT BUSINESS COMMUNICATIONS CORPORATION

Address P.O. Box 4038, Harrisburg, PA 17111

Person And Address To Whom Statement Is To Be Returned If Different From Above *Mailed to Secured Party*

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One telephone system including connecting cable consisting of the following equipment:

Quantity	Standard Equipment	Quantity	Other Equipment
1	Control Equipment Cabinet(s)	_____	_____
1	Attendant Console	_____	_____
1	Direct Station Selection	_____	_____
9	Telephone Subsets	_____	_____
_____	Loud Speakers	_____	_____
_____	Paging Amplifier	_____	_____

RECORDED FEE 11.00
POSTAGE .50
NOV 30 1984 11:33

1984 NOV 30 PM 4:10
E. ALBERT COLLISON
CLEAN

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT BUSINESS COMMUNICATIONS CORPORATION
(Signature of Secured Party)

[Signature] (Vice) President

Type or Print Above Signature on Above Line

1100/50

BOOK - 480 PAGE 116

254755

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	
Date &	
Hour	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Zimmermann, Oleg D.	200	Hospital Dr.	Glen Burnie, MD	21061

Profit Sharing Plan

Name of Secured Party or assignee	No.	Street	City	State
Hrechka, Kenneth M., DDS	7201	Ludwood Ct.	Alexandria	Virginia 22308

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

M430 Hematology Counter, Serial No. 5379, Manufacturer Bio Dynamics

RETURN TO:
 E. RUPPEL & COLLISON
 CLERK
 1508 NOV 30 PM 4:11
 1508 NOV 30 AM 10:51

RECORD FEE 11.00
 MISTAKE .50
 1508 NOV 30 10:40 AM 11:43
 NOV 30 84

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Oleg D. Zimmermann MS (Seal)
 Oleg D. Zimmermann, Individually (Corporate, Trade or Firm Name)

MS ZIMMERMANN Kenneth M. Hrechka / DDS
 (Type or print name under signature) Signature of Secured Party or Assignee
Kenneth M. Hrechka, DDS, Profit Sharing Plan
 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

Return to:

Land Title Research of MD, Inc.
 3290 Pine Orchard Lane
 Ellicott City, Maryland 21043
 (301) 465-6610

Mailed to: _____

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11/13/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Taper, William, D.
Address 211 Severn Ave. Annapolis, MD 21403

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Mailed to Secured Party

3. Maturity date of ~~collateral~~ (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 Contessa Yachts 33 Hull # CY009684
Powered by a 1984 Volvo 2000 18 hp engine
Extras: clock, barometr, horseshoe cage, spinnaker, 2 telltale windows
in genoa, Ulmer Kolius mylar genoa, 5# propane gas cylinder

E. J. COLLISON
NOV 30 PM 4:12

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

"NOT SUBJECT TO RECORDATION TAX"

W.D. Taper
(Signature of Debtor)

William D. Taper
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph P. [Signature]
(Signature of Secured Party)

Joseph P. [Signature]
Type or Print Above Signature on Above Line

1100/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11/13/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dale J. Patteson, Dale, Jan
Address 211 Severn Ave. Annapolis, MD 21403

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.



Mailed to Secured Party

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 Contessa Yachts 33 Hull # CY009684
Powered by a 1984 Volvo 2000 18 hp engine
Extras: clock, barometr, horseshoe cage, spinnaker, 2 telltale windows
in genoa, Ulmer Kolius mylar genoa, 5lb propane gas cylinder

NOV 30 PM 4:12
E. J. COLLISON

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

"NOT SUBJECT TO RECORDATION TAX"

(Signature of Debtor)

Type or Print Above Name on Above Line

Dale J. Patteson
(Signature of Debtor)

Dale Jan Patteson

Type or Print Above Signature on Above Line

Joseph M. Durant
(Signature of Secured Party)

Joseph M. Durant
Type or Print Above Signature on Above Line

11/15/84

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 11-10-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SALZMAN: IRA M. AND BARBARA J.
Address 2862 Lee Place, Bellmore, New York 11710

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, Maryland 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above Mailed to Secured Party

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1985 38' Ta Shing Panda fiberglass Hull #OSL3802211484
1985 40 HP Universal diesel engine #315721

ASSIGNEE: SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

Hone Anchorage/Winger: ANNAPOLIS, MARYLAND

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)
IRA M. SALZMAN
Type or Print Above Name on Above Line
Barbara J. Salzman
(Signature of Debtor)
BARBARA J. SALZMAN
Type or Print Above Signature on Above Line

(Signature of Secured Party)
FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

RECORDED
INDEXED
NOV 30 1984
11:41 AM '84
1200/50

Gene Arnold C
11-16-84

BOOK - 480 PAGE 120

251759

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) LESSEE Reliable Insurance Services 326 First Street Annapolis, MD 21403	2. Secured Party(ies) and address(es) (LESSOR) Redshaw Credit Corp. 2995 Baseline Road Boulder, CO 80303	For Filing Officer (Date, Time, Number, and Filing Office) RECORDED FEE 11.00 POSTAGE .50 RECEIVED 301 715:55 NOV 30 84 5. Assignee(s) of Secured Party and Address(es)
4. This financing statement covers the following types (or items) of property: Equipment subject to Lease Agreement no. 51-429 between Lessee and Lessor, effective 9/17/84 as such Equipment is more fully described on Exhibit B attached hereto. Equipment Location: Same as Lessee NOT SUBJECT TO RECORDATION TAX.		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with:

RELIABLE INSURANCE SERVICES

REDSHAW CREDIT CORP.

By:

Thomas E. Scott
Signature(s) of Debtor(s)

By:

Marilyn Surgeon
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11:50

Mailed to Secured Party

RECORDATION RECORD
 1984 NOV 30 PM 4:12
 E. AUBREY COLLISON
 CLERK

REDSHAW

Automation and Insurance Specialists

BOOK - 480 PAGE 121

EXHIBIT B
To U.C.C.-1 Financing Statement

I. Equipment (including any and all repairs, substitutions and replacements thereof and any and all features, modifications, and additions thereto), together with any and all payments and proceeds therefrom and thereunder:

Mfgr.	Qty.	Machine/ Feature	Description	Serial Number
Wang	1	Model 8/02	CPU and Disk Drive Supports 8,000 Risk Files and 2 CRT's (Inc. Redshaw Software & LC-1 Line Conditioner)	0H2508
Wang	2	CRT	Ergonomic Workstations	TI0469,0352
Centronics	1	F-150	High Speed Printer	

II. Originally located at:

Reliable Insurance Services
326 First Street
Annapolis, MD 21403

NOTICE: The equipment is being leased by Redshaw Credit Corporation as Lessor, to the Reliable Insurance Services, as Lessee, pursuant to Lease Agreement No. 51-429, as it relates thereto, effective *Sept. 17, 1984*, a "true lease", together with the Equipment. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Lessor and Lessee is other than a Lessor and Lessee respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed so as to give the Lessee the right to sell or otherwise dispose of the Collateral.

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

BOOK - 480 PAGE 122

MARYLAND TERMINATION STATEMENT

Date November 20, 1984

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Donald Fuhrmanek, 574 Brightwood Rd, Millersville, MD 21108

2. Secured Party and address (Type complete corporate name): Thorp Credit, 7966 Crian Hwy, Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:

Liber 462 Page 215

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Financial services (TYPE COMPLETE CORPORATE NAME)

By: Samuel J Wilson MANAGER (Type signature below name)

AK 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 10.00 POSTAGE .50 NOV 30 84

1984 NOV 30 PM 4:12

aa.cty

10.00/50

Mailed to Secured Party

254760

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated October 22, 1984 between Assignor as Lessor and Plumbing Systems, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated between Assignor and Assignee:

One (1) Bidmaster 1 Estimating System S/N 71537 with 1 Terminal S/N T01068; One (1) Overlay Keyboard S/N 3734; and One (1) Okidata 84 Printer S/N 42-154821

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Executive V. P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Vice President
Type or Print Above Signature on Above Line

Mailed to Secured Party

11/00/84

1984 NOV 30 PM 4:13
E. ANDREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
NOV 30 1984

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated October 17, 1984 between Assignor as Lessor and Redbell Electric, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

One (1) Bidmaster I Estimating System with S/N 70559; One (1) Estimating II Terminal S/N T01014; One (1) Overlay Keyboard S/N 3895B; and One (1) Okidata Printer 82 A S/N 476329

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1984 NOV 30 PM 4:13
E. AUGHEY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
NOV 23 1984

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III, Executive V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Vice President
Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00
1.50

MFC # 280
BOOK - 480 PAGE

126

RETAIL INSTALLMENT CONTRACT

With Disclosures required by Federal and State laws.

FLEET-MD-X-BRECCO
254770

BUYER(S) (REFERRED TO AS "YOU", "YOUR" AND "I" IN THIS CONTRACT)		SELLER (CALLED "WE", "US" AND "OUR" IN THIS CONTRACT)	
NAME	Edward W. Amos Jr.	NAME	Luskies Inc.
ADDRESS	436 PAMELA Rd.	BUSINESS ADDRESS	7540 Washington Blvd
CITY	CLAN BURNIE Md. 21061	CITY	BALTO. Md. 21227
		SALESMAN	JOE CLARK #4536

Fleet Finance, Inc., at Heaver Plaza, Suite 300, 1301 York Road, Lutherville, Maryland 21093, is a creditor in this credit sales transaction solely for the disclosure purposes of the Consumer Protection Act. 04 569208 F# 1253 5/25

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 24.00 %	The dollar amount the credit will cost you. \$ 954.30	The amount of credit provided to you or on your behalf. \$ 2811.00	The amount you will have paid after you have made all payments as scheduled. \$ 3765.30	The total cost of your purchase on credit, including your downpayment of \$ 430.10 \$ 4195.40

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
30	\$ 125.57	June 26 th 1984 First Payment Date, other payments due same date each month.

Insurance

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay additional cost.

TYPE	PREMIUM	SIGNATURE
Credit Life Single Coverage <input type="checkbox"/>	\$ _____	I want credit life insurance. Signature _____
Joint Coverage <input type="checkbox"/>		I also want credit life insurance. Signature _____ <small>Signature required for Joint credit life coverage only</small>
Single coverage Credit Disability	\$ _____	I want credit disability insurance. Signature _____

You may obtain property insurance from anyone you want that is acceptable to us. If you get the insurance from us, you will pay \$ _____

Security: You are giving a security interest in the goods or property being purchased.

Filing Fees \$ _____ Non-filing insurance \$ 711.00

Late Charge: If a payment does not reach us within 10 days of the date it is due, you will be charged the lesser of \$10.00 or 5% of the payment.

Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means an estimate

CONTRACT DATE	DELIVERY DATE	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM "CONTRACT DATE"	FOR ASSIGNEE USE. DO NOT WRITE IN THESE SPACES	
5-24-84	5-26-84		PURCHASE DATE	ACCOUNT NUMBER
DESCRIPTION OF GOODS, SERVICES, WORK TO BE DONE			MODEL NUMBER	CASH SALE PRICE
Hitachi 45" TV			CT4532	2299.00
Toshiba CAMERA			IK1850A13	424.95
SERVILE			CC2700	337.95

DESCRIPTION OF PROPERTY | Model | Serial Number
 Brand

This contract covers your purchase from us of the goods or services described above.

You agree that, until you have paid the Total of Payments in full: (a) Title to the property purchased by you shall remain in us or Assignee, as security for your obligation hereunder and under any subsequent installment sale agreement purchase added to or consolidated with this agreement at your request, (b) and a purchase money security interest is granted to us or Assignee under the Uniform Commercial Code in the property described above in any subsequent contract added to or consolidated with this contract, and (c) in the event of default in payment of any installment for more than 10 days, you will pay us a delinquency charge equal to the lesser of \$10.00 or 5% of such installment, and if referred to an attorney (not a salaried employee of the holder) for collection, a fee of 15% of the balance then due plus court costs, (d) in the event payment is made with a check that is dishonored on the second presentment you will pay to us an amount not exceeding \$5.00 in addition to any other amounts due and owing. Payments may be applied first to accrued and unpaid installments (or portions thereof) and then to installments in the order of their maturity.

All balances due after maturity to draw interest at highest rate permitted by law.

If you pay the balance in full before maturity, we immediately shall refund to you a portion of the Finance Charge. The amount of the refund shall be calculated according to the Actuarial Method based on the Original Schedule of Payments (subject to retention of a \$6.00 minimum charge). No refunds less than \$1.00 will be made.

Buyer agrees to pay Seller, or its Assignee, the total of payments (Item 10) in 30 consecutive monthly installments of \$ 125.51 each and — monthly installment of \$ — (except the last which shall be the unpaid balance) beginning the 26TH day of JUNE 19 84, and continuing on the same day of each succeeding month until fully paid, payable at Seller's business address unless another place is designated in writing by Seller, its successors or assigns.

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Itemization of Amount Financed
 (Statement As to Price)

1. Sale Price plus tax 136.50 \$ 3220.10
2. Installation (delivery charges) \$ 10.00
3. Cash Price (1 + 2) \$ 3230.10
4. Downpayment
 - (a) Cash Downpayment \$ 430.10
 - (b) Trade-in* \$ —
 - (c) Total Downpayment (4a+4b) \$ 430.10
5. Unpaid balance of Cash Price(3-4c) .. \$ 2800.00
 (Amount paid on your account)
6. Amounts paid to others on your behalf
 - (a) To insurance companies \$ —
 - Credit Life Insurance \$ —
Extent of coverage is total of unpaid installments not in default. Proceeds payable to the Seller or Assignee of Seller. Expires due date of final installment.
 - Credit Disability Insurance ... \$ —
Extent of coverage is total of unpaid installments not in default during period of disability subject to conditions and requirements imposed by insurer. Proceeds are payable to Seller or Assignee of Seller. Expires due date of final installment.
 - Fire Insurance \$ —
Extent of coverage is replacement value, not over total of payments. Proceeds payable to Seller or Assignee of Seller and Buyer, as interest may appear. Expires due date of final installment.
 - Non-filing insurance \$ 11.00
 - (b) To public officials \$ —
7. Total paid to others on your behalf \$ 11.00
 (6a + 6b)
8. Amount Financed (5+7) \$ 2811.00
 (Principal Balance Owed)
9. **FINANCE CHARGE** \$ 94.30
10. Total of Payments (8+9) \$ 3765.30
 (Time Balance)

No public liability insurance for bodily injury or property damage caused to others is provided in this contract.

ASSIGNMENT: We can assign any of our rights under this contract without your consent. If this contract is assigned, the person or company it is assigned to will have all of our rights and you will make all payments to the assignee.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION WHICH IS PART OF THIS CONTRACT AS IF PRINTED HERE.

NOTICE TO BUYER

1. You are entitled to a copy of this agreement at the time you sign it.
2. Under the State law regulating instalment sales, you have certain rights, among others:
 - (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge;
 - (2) to redeem the property if repossessed for a default;
 - (3) to require, under certain conditions, a resale of the property, if repossessed.

SELLER Luskins Inc BUYER Edward W. Smith (Seal) 5-24-84 Date
7540 Washington Blvd. BUYER _____ (Seal) _____ Date

By Joe Clark #4536 CO-BUYER _____ (Seal) _____ Date

BUYER ACKNOWLEDGES READING AND RECEIVING A COMPLETED, LEGIBLE, EXECUTED COPY OF THIS AGREEMENT.

BUYER Edward W. Smith (Date) BUYER _____ (Date)

ORIGINAL

ADDITIONAL PROVISIONS

1. You acknowledge that the goods or services described on the reverse side are purchased for family, personal, or household purposes and will be kept at your address as set forth on the reverse side. By granting us a security interest in your purchase, you intend to provide us with security for payment and performance of all your obligations. You agree that if you don't repay any amounts you may owe, or break any promise you have made in this contract, we can take our security and sell or use it to obtain what is owed to us. You agree to keep our security in good condition and insured against loss by fire and theft. You agree that you will not sell, offer to sell, or otherwise transfer or encumber or permit any liens or encumbrances of any kind to attach to our security.
2. If one or more of your payments remain unpaid for more than 10 days after it is due, we may consider this contract to be in default. We will give you the required notice of default and notice of your right to cure the default. If you do not cure the default, within 15 calendar days after our mailing your notice, by paying us the amounts due and unpaid, we may, at our option, declare the full amount of the unpaid balance, less a refund of the portion of the **FINANCE CHARGE** computed as if there was a prepayment, to be due and payable. If we establish that the prospect of payment, performance, or realization of collateral is significantly impaired the required notice of default will not be given.
3. If you don't pay us, we can pursue any and all of our rights and remedies given to us by applicable law, and our rights and remedies will be cumulative.
4. This contract contains the entire agreement between us. Nothing has been said, promised, or represented to you by us on which you can later rely, unless it is contained in this writing. This contract contains all of the terms and conditions we agree will bind us, our heirs, personal representatives, successors and assigns.
5. Any term or provision contained in this contract which is prohibited by law will be ineffective to the extent of such prohibition and will not invalidate the other provisions.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

SELLER'S ASSIGNMENT, REPRESENTATIONS AND WARRANTIES

Undersigned Seller hereby sells, assigns and transfers this contract, including the right to collect all installments due to Seller from Buyer(s) thereunder, to **FLEET FINANCE, INC.**, Assignee.

Seller represents and warrants to Assignee that the following is true and correct

- (1) The contract was made in good faith by Buyer(s) and Seller in a bona fide transaction for goods sold and/or services rendered;
- (2) That the goods described have been delivered by Seller to Buyer(s) and/or the services described have been rendered by Seller to Buyer(s) and Buyer(s) have accepted the same without complaint;
- (3) That the signatures of the Buyer(s) and of the Seller are genuine and authorized;
- (4) That each of the Buyers was of lawful age and possessed full capacity to make this contract;
- (5) That the "cash down payment" stated in the contract was actually paid in cash by Buyer(s) to Seller and not in any equivalent of cash unless so indicated;
- (6) That the Total of Payments stated in the contract is due from Buyer(s) to Seller and is not subject to any counterclaims or setoffs by Buyer(s);
- (7) That this written contract is the entire contract between Buyer(s) and Seller and that there are no oral or separately written conditions to or qualifications of Buyers' obligations other than those expressly stated in this contract;
- (8) That this contract is free and clear of all claims against Seller and that Seller has not granted any security interest in this contract nor suffered or incurred any liens against this contract.

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UNIFORM COMMERCIAL CODE

STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238512

RECORDER IN LIBER 439 FOLIO 92 ON June 24, 1981 (DATE)

1. DEBTOR

Name Norman H. Bedard

Address 3757 Parks Drive Edgewater, Maryland 21037

2. SECURED PARTY

Name FIRST NATIONAL BANK OF SOUTHERN MARYLAND

Address ~~UPPER MARLBORO, MARYLAND~~ 3700 Donnell Drive

Forestville, Maryland 20747

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
<p>One (1) Toshiba 3201 Copier</p>	

RECORD FEE 10.00
POSTAGE .50
MAY 1 1984
101 10127
101 3 84

FIRST NATIONAL BANK OF SOUTHERN MARYLAND UPPER MARLBORO, MARYLAND

Dated November 21, 1984

John Wayne Welsh
(Signature of Secured Party)

John Wayne Welsh, Reg. Consumer Credit Manager
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 DEC -3 AM 12:01
E. AUDREY COLLISON
CLERK

Mailed to Secured Party 10⁰⁰/₅₀

BOOK - 480 PAGE 131

CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244184 Page

RECORDED IN LIBER 453 FOLIO 593 ON September 9, 1984 (DATE)

1. DEBTOR

Name The Cascade Corp. dba The Boathouse

Address 7090 Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name FinanceAmerica Private Brands, Inc.

Address 3074 Whitney Avenue - P.O. Box 5518

Hamden, CT 06518

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
RECORD TAX .50
1984 DEC 3 11:36
DEC 3 84

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: AMENDMENT <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Please amend "Secured Party's" name to read: Mercury Marine Acceptance Corporation</p>	

1984 DEC -3 11:36
E. AUBREY COLLISON
CLERK

1050

SIGN HERE

Jefferson J. Springston
(Signature of Debtor)

JEFFERSON J. SPRINGSTON PRES
Type or Print Above Name on Above Line

Dated August 31, 1984

Marie DeLucia
(Signature of Secured Party)

Marie DeLucia
Type or Print Above Name on Above Line

Mailed to Secured Party

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254821

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 Maturity date (if any):
Oregon Inlet Inc. dba S&H Marina 113 Mary Drive Oakland, MD 21550	Borg Warner Acceptance Corp. 3555 Sunset Office drive Sunset Hills, MO 63127	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 40-15 094 101 71245

This statement refers to original Financing Statement No. 257430 Dated 8-16-84

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input type="checkbox"/>
---	--	--	------------------------------------

Please add this address to this filing: Route 42 Friendsville, MD

Alden R. Linnell Sr. (Signature of Debtor, if required) (Debtor)
Dated: _____, 19__

Borg Warner Acceptance Corp.
By: Lisa Linnell (Signature of Secured Party)

(1) FILING OFFICER COPY - ALPHABETICAL

This form of financing statement is approved by the Secretary of State.
STANDARD FORM - UNIFORM COMMERCIAL CODE - OBA UCC-3

REORDER FROM
Registre, Inc.
5284 TAYLOR ST. N.E.
MPLS, MINN. 55421
(612) 571-2803

1200/50

Mailed to Secured Party

RECEIVED FOR RECORD
CREDIT CO. P. A. COUNTY

1984 DEC -4 PH 1:40

E. AUBREY COLLISON
CLERK

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254763

STATE OF MARYLAND

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Computer Leasing Associates

Address 5203 Leesburg Pike, Falls Church, Virginia 22041

2. SECURED PARTY

Name Credit Alliance Corporation and/or Leasing Service Corporation

Address P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above. _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Equipment location: RGL, Incorporated, SAB 3, Gate House 10, Fort George G. Meade, MD 20755

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Computer Leasing Associates

[Signature]
(Signature of Debtor)

Richard S. Quigg, Partner
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Credit Alliance Corporation
and/or Leasing Service Corporation

[Signature]
(Signature of Secured Party)

Larry F. Kimmel, Assistant Sec.
Type or Print Above Signature on Above Line

FILED
1981 DEC -3 AM 12:01
CLAYTON COUNTY
MARYLAND
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

1700/50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 7th day of November 1984 by and betweenComputer Leasing Associates, having its principal place of business at
5203 Leesburg Pike, Falls Church, Virginia 22041"Mortgagor", and Credit Alliance Corporation and/or Leasing Service Corporation "Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Computer Leasing Associates

(Seal)

Mortgagor

By

[Signature]

[Signature]

(Title)

Secretary

STATE OF VIRGINIA
COUNTY OF FAIRFAX

} SS

Richard S. Quigg

being duly sworn, deposes and says

- 1. He is ~~the~~ **a General Partner** of **Computer Leasing Associates** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation and/or Leasing Service Corporation** in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 7th day of November, 1984

[Signature]

[Signature]
NOTARY PUBLIC

My Commission Expires July 22, 1988

STATE OF Virginia COUNTY OF County SS
Virginia E. Throckmorton, a Notary Public duly qualified in and for said County and State, do hereby certify that on this 7th day of November, 1984, in (Place) Fairfax in said County, before me personally appeared Richard S. Quigg to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership) and known as and to be a member of the partnership of **Computer Leasing Assoc.** and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written



NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated November 7 19 84 between the undersigned.

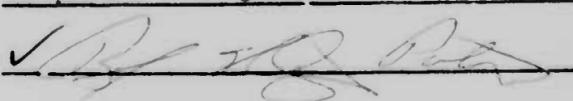
QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Seven (7)	Model 3800 Cleaner/Evaluators		S/N's 4552, 4553, 4554, 4555, 4556, 4557 and 4558.
Two (2)	Model 2650 Cleaner/Evaluators		S/N's 4552, 4553, 4554, 4555, 4556, 4557 and 4558.
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p> <p>Lease Agreement dated <u>11-7-84</u> between RGI, Incorporated, as Lessee and Computer Leasing Associates, as Lessor, having an original balance of \$177,287.76.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:
Credit Alliance Corporation and/or
Leasing Service Corporation

Purchaser, Mortgagor or Lessee:
Computer Leasing Associates

By: _____

By: 

Anne Arundel County

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STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

<p>1. DEBTOR and Address (Last Name First)</p> <p>Eat MORE Corporation t/a The Bagel Shoppe 8062 A Jumpers Mall, Ritchie Highway Pasadena, Md. 21122</p>	<p>2. SECURED PARTY and Address</p> <p>Union Trust Company of Md. 210 Guilford Ave. Baltimore, Md. 21202</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: #246678 Date: 3/29/83, 19

Record Reference: Liber 460 Page 171

<p>6. A. CONTINUATION <input type="checkbox"/></p> <p>The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE <input type="checkbox"/></p> <p>From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. C. ASSIGNMENT <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p>6. D. OTHER <input type="checkbox"/></p>

INFORMATION:

Assign TO; U. S. Small Business Administration
630 Oxford Bldg.
8600 LaSalle Rd.
Towson, Md. 21204

SECURED PARTY:

Dated November 5, 1984, 19

Union Trust Company of Md.

UCC-6

By: Mary C. Stafford
MARY C. STAFFORD (Title)

RECEIVED FOR RECORD
CREDIT COURT, ANNE ARUNDEL COUNTY
1984 DEC -3 AM 12:02
E. AUBREY COLLISON
CLERK



Mailed to Secured Party / 1050
Mailed to Assignee

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND

BOOK - 480 PAGE 138
FINANCING STATEMENT

1. Names and Addresses of Debtors:

204701

D'S Incorporated
trading as Boardwalk Fries

and;

Boardwalk Fries, Inc.,
formerly known as
Boardwalk Fries Franchise Corporation

and;

Capital Equipment Company

- a. 9051 Baltimore National Pike
Ellicott City, Maryland 21043
- b. White Marsh Mall
8200 Perry Hall Boulevard
Baltimore, Maryland 21236
- c. Hunt Valley Mall
118 Shawan Road
Hunt Valley, Maryland 21031

2. Name and Address of Secured Party:

First American Bank of Maryland
210 East Lombard Street
Baltimore, Maryland 21202
Attention: Richard J. Nee,
Senior Vice President

3. This Financing Statement covers the following property
of each of the Debtors:

A. Inventory. All of the inventory of each Debtor,
wherever located, both now owned and hereafter acquired and as
the same may now and hereafter from time to time be constituted,
together with all cash and non-cash proceeds and products thereof.

B. Receivables. All of each Debtor's: (1) accounts,
accounts receivable and general intangibles, both now owned and
hereafter acquired, together with (a) all cash and non-cash
proceeds thereof, and (b) all returned, rejected or repossessed
goods, the sale or lease of which shall have given or shall give
rise to an account, account receivable or general intangible and
all cash and non-cash proceeds and products of all such goods;
(2) chattel paper both now owned and hereafter existing, acquired
or created, together with (a) all monies due and to become due
thereunder, (b) all cash and non-cash proceeds thereof, and (c)
all returned, rejected or repossessed goods, the sale or lease of
which shall have given rise to chattel paper and all cash and
non-cash proceeds and products of all such goods; (3) property
and goods both now owned and hereafter acquired by each Debtor
which are sold, leased, secured, are the subject of, or otherwise
covered by, chattel paper and all cash and non-cash proceeds
thereof; (4) instruments (including, without limitation, all
notes, notes receivable, drafts, acceptances and similar instru-
ments and documents), both now owned and hereafter acquired,
together with (a) all monies due and to become due thereunder and

2100
50

1984 DEC -3 AM 12:02
E. J. COLLISON

RECORD FEE 21.00
PROPERTY 50
TOTAL 71.00

DEC 3 84

all rights incident thereto, (b) all cash and non-cash proceeds thereof, and (c) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an instrument and all cash and non-cash proceeds and products of all such goods; and (5) rights in and to all monies, credits and funds credited or deposited to any deposit account now or hereafter maintained by the Secured Party in connection with the collection of any of the property and goods described above.

C. General Intangibles. All of each Debtor's general intangibles, including, without limitation, contractual rights, patents, copyrights, licenses, trademarks, trade names, and any and all rights arising from, under or as a result of any and all franchises or franchise agreements between each Debtor and others, both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds and products thereof, and (ii) all monies due or to become due thereunder and all rights and privileges incident thereto.

D. Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired and wherever located, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

4. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (i) cash and non-cash proceeds deposited in any deposit accounts, and (ii) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

5. All or a portion of the property described above is affixed or is to be affixed to the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owners of such real estate are set forth in Schedule A.

6. Each of the Debtors certifies that (a) the underlying transaction is subject to the Maryland Recordation Tax on an initial debt in the principal amount of \$750,000.00, and (b) the Maryland Recordation Tax on such initial debt in the amount of \$2475.00 has been paid to Maryland State Department of Assessments and Taxation with the filing of this Financing Statement or a duplicate thereof on November 13, 1984 at 1:35 p.m. ^{PM}

Debtors

D'S Incorporated

By  (Seal)
David J. DiFerdinando,
President

Boardwalk Fries, Inc.

By  (Seal)
David J. DiFerdinando,
President

Capital Equipment Company

By  (Seal)
David J. DiFerdinando,
President

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Schedule A

I. BALTIMORE COUNTY, MARYLAND:

1. White Marsh Mall
8200 Perry Hall Boulevard
Baltimore, Baltimore County
Maryland 21236
 - a. Record Owners: Nottingham Village, Inc.
White Marsh Mall Associates
White Marsh Phase II Associates
White Marsh Mall, Inc.
 - b. Legal Description: referenced in the Plat of "Whitemarsh Mall" recorded among the Land Records of Baltimore County, Maryland, in Plat Book E.H.K. Jr., No. 45, Folio 135-136
2. Hunt Valley Mall
118 Shawan Road
Hunt Valley, Maryland 21031
 - a. Record Owner: Hunumak Associates
 - b. Legal Description: referenced in the Revised Records Plat of Hunt Valley Mall recorded among the Land Records of Baltimore County, Maryland, in Plat Book E.H.K., Jr. No. 46, Folio 27

II. ANNE ARUNDEL COUNTY, MARYLAND:

1. Annapolis Mall
Store 75
Annapolis, Maryland 21401
 - a. Record Owner: Annapolis Mall Limited Partnership
 - b. Legal Description: referenced in (a) a deed dated December 28, 1979, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G.L. No. 3281, Folio 216, (b) a deed dated December 28, 1979, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G.L. 3281, Folio 226, and (c) a deed dated July 30, 1971, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber M.S.H. 2426, Folio 443.

SFC:gjd 10/29/84

SFC71/C

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III. PRINCE GEORGE'S COUNTY, MARYLAND:

1. Laurel Center
14828 Baltimore-Washington Boulevard
Laurel, Maryland 20707
 - a. Record Owner: Laurel Company
 - b. Legal Description: referenced in a plan of subdivision entitled "Parcel X, Mel-Lar" recorded among the Land Records of Prince George's County, Maryland, in Plat Book W.W.W. 68 as Plat No. 15.

Not
Hired
AA PG

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MARYLAND TERMINATION STATEMENT

Date Nov. 5, 1984, 1984

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to the Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Phyllis E. Custer
8104 Gorman Ave.
Laurel, MD 20810

2. Secured Party and address (Type complete corporate name): Thorp Credit Inc.
5216 Baltimore Nat'l Pike
Baltimore- MD 21229

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:
No. 308813, Liber 375, Page 23

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Credit Inc.
(TYPE COMPLETE CORPORATE NAME)

By: *Horace K. Trovato*
Horace K. Trovato MANAGER

(Type signature below name)

AL 2 84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD-FEE 10.00
POSTAGE .50
NOV 15 1984 11:05
DEC 3 84

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 DEC -3 AM 12:03

E. AUDREY COLLISON
CLERK

Mailed to Secured Party

10⁰⁰/₅₀

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) Recorded Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Nevamar Corporation 8339 Telegraph Road Odenton, Anne Arundel, MD 21113		Secured Party Name and Address The Equipment Leasing Co. P.O. Box 307 - Ruxton Towers Riderwood, MD 21139
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. SEE SCHEDULE A ATTACHED HERETO AND FORMING A PART HEREOF.		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Nevamar Corporation</u>		Secured Party <u>The Equipment Leasing Co.</u>
By <u>John M. Whalen</u> Title <u>Vice-President Manufacturing</u>		<u>[Signature]</u>
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		<u>John M. Whalen V.P.</u>
Type or print name(s) of person(s) signing John M. Whalen		Type or print name of person signing

RECORD FEE 11.00
 POSTAGE .50
 RECEIVED BY COURT CLERK
 1984 DEC 3 11:06 AM '84

RECEIVED BY COURT CLERK
 1984 DEC -3 AM 12:03
 E. AUBREY COLLISON
 CLERK

Mailed
 Mailed to Assignee

11/30/80



SCHEDULE A

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Attached to and a part of security agreement of even date

between Nevamar Corporation, Debtor,
and The Equipment Leasing Co., Secured Party.

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)
1	IBM Model B23, 256K, 200MB Magazine Drive, S/N
1	IBM Model 1006 Additional 256K Storage
1	IBM Model 4900 Workstation Control Expansion
1	IBM Model 5301 Communications Line Base QTY 3
1	IBM 3701 EIA Adapter - QTY 3
1	IBM Model 4500 Multiline Adapter
1	Decision Data Model 6807-36 700 LPM Band Printer, S/N
11	Decision Data Model 3791-01 CRTS, S/N
2	Decision Data Model 5751-01 Single Cluster Controller, S/N
2	Decision Data Model 6541-07, 150CPS Printer, S/N

Dated November 15, 19 84

Debtor Nevamar Corporation

By [Signature] Name of individual, corporation or partnership
Title VP, Manufacturing

PART 1 - ATTACH TO ORIGINAL FOR C.I.T.

#18005

A.A.Co.

FINANCING STATEMENT

NAME AND ADDRESS OF DEBTOR(S)
William E. Grossman, Sr.
Virginia L. Grossman
230 Glenda Court
Millersville, Maryland 21103

SECURED PARTY: C.I.T. FINANCIAL SERVICES, INC.
ADDRESS: 7310 Ritchie Hwy, Suite 203
P.O. Box 250
Glen Burnie, Maryland 21061

This FINANCING STATEMENT, presented for filing pursuant to the Uniform Commercial Code, covers the following types (or items) of property:

- All of the household goods now located at Debtor's address shown above.
 - Motor Vehicles.
 - Other (describe).
- Check proper box

FOR FILING OFFICER (Date, Time, Number, and Filing Office)

RECORD FEE 13.00
 SECURED TAX 1.00
 MORTGAGE .50
 REG-017 2040 801 711:07
 DEC 3 84

The underlying secured transaction being publicized by this financing statement is subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. The amount of initial principal debt is \$ 1071.57.

SECURED PARTY:
C.I.T. FINANCIAL SERVICES, INC.

DEBTORS:

By: [Signature]
(Authorized Agent)

William E. Grossman Sr.
William E. Grossman, Sr.

Filing Officer is requested to note file number, date and hour of filing and return to Secured Party.

William E. Grossman Jr.
aka William E. Grossman, Jr.

Virginia L. Grossman
Virginia L. Grossman



89-802 C (8-78) MARYLAND

RECEIVED IN RECORDS
CLERK COUNTY, BALTIMORE

1984 DEC -3 AM 12:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

13.00
1.00
.50

254707

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and Address(es) James B. Sherbert, Sr. Carol S. Sherbert 948 Galesville Road Galesville, Md. 20765</p>	<p>2 Secured Party(ies) and Address(es) Central GMC, Inc. 3801 Ironwood Pl. Landover, Md. 20785</p>	<p>3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 10.00 POSTAGE .50 1984 DEC 30 11:12 DEC 1984</p>
<p>DOCUMENT NOT SUBJECT TO RECORDATION TAX.</p>		<p>5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P. O. Box A College Park, Md. 20740</p>
<p>4 This financing statement covers the following types (or items) of property: 15' R/S Aluminum Dump Body, Model #E355159660AG, Serial No. 849942, mounted on GMC chassis, serial no. 1GDT9F4C4FV504682 15' R/S Aluminum Dump Body, Model #E355159660AG, Serial no. 849941 mounted on GMC chassis, serial no. 1GDT9F4C2FV504681 15' R/S Steel Dump Body, Serial No. 789263 mounted on 1978 GMC chassis, serial no. TNJ928V591422</p>		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: County

James B. Sherbert, Sr. Carol S. Sherbert Central GMC, Inc.

By: James B. Sherbert and Carol S. Sherbert By: William E. Park
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

12/30 603469 Rev 12-80

RECEIVED FOR RECORD
 CREDIT CO. & COUNTY
 1984 DEC -3 AM 12:03
 E. AUBREY COLLISON
 CLERK

Mailed to Assignee

Chas. Carroll Co. 11.50
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 147
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 251768

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 11-15-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edwin M. Waleryszak
Address 2915 Conne Mara Drive, Davidsonville, Maryland 21035

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA *Secured Party: N & S Sales & Rentals, Inc.*
Address 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093 *P.O. Box 66*
Wheatonsburg, MD 20877

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 New L275 Kubota Tractor, Serial No. 11396
- 1 New Kubota Mower, Serial No. 10597
- 1 New Woods Blade *NSN*

RECORD FEE 11.00
MISTAKE .50
#04021 040 20111114
DEC 3 84

1984 DEC -3 AM 12:03
F. AUBREY COLLISON
CLERK

47475-833306

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Edwin M. Waleryszak
(Signature of Debtor)

Edwin M. Waleryszak
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

N & S Sales & Rentals, Inc. by

John L. Ward
(Signature of Secured Party)

John L. Ward, Vice President
Type or Print Above Signature on Above Line

Mailed to Assignee

NOV 21 1984

BOOK - 480 PAGE 148

STATE OF MARYLAND

NOV 13 1984

FINANCING STATEMENT FORM UCC-1

Identifying ATLANTA

254709

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 11-14-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Taylor Rental
Address 166 PENROD COURT GLEN BURNIE, MARYLAND 21061

2. SECURED PARTY

Name N. J. Richardson & Sons, Inc.
Address 6400 Windsor Mill Road, Baltimore, MD 21207

Assignee of Secured Party: Kubota Credit Corp., USA 4444 Shackelford Rd., Norcross, GA 30093
* Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA L235DT TRACTOR SERIAL # 51654
- 1 NEW KUBOTA BF400 LOADER SERIAL # 12147
- 1 NEW KUBOTA BN750 BACK HOE SERIAL # 2024
- 1 NEW KUBOTA L1152 ROPS

54900-833364

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Taylor Rental Center
(Signature of Debtor)

Michael G. Gifford
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cyndi Autosolief
(Signature of Secured Party)

Cyndi Autosolief

Type or Print Above Signature on Above Line

Mailed to Assignee

1984 DEC -3 AM 12:03
E. AMELLY COLLISON
CLERK

Anne Arnold
Co. 11.50

BOOK - 480 PAGE 149
STATE OF MARYLAND

254770

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 10-22-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Russell Gordon Meyer
Address 1553 Meyer Station Rd, Odenton Md 21113

RECORD FEE 11.00
MORTGAGE .50
TOTAL 11.50
DEC 7 84

2. SECURED PARTY

Name Baldwin Service Center Inc.
Address 41 Defense Hwy Annapolis Md 21401

Assignee of Secured Party Kubota Credit Corp USA 4444 Shuck Road Bel Air Md
Person And Address To Whom Statement Is To Be Returned If Different From Above. 3029

3. Maturity date of obligation (if any) 10-22-84

4. This financing statement covers the following types (or items) of property: (list)

- 1- B7100DT Kubota Tractor S/N 75799
- 1- Bushhog Mower S/N 1105238
- 1- Woods Blade RB-5 S/N 8776

REC'D BY MAIL
1984 DEC -3 AM 12:03
E. AUGUSTY COLLISON
CLERK

1340-833238

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Russell G. Meyer
(Signature of Debtor)
Russell Gordon Meyer

Type or Print Above Name on Above Line
Sally L. Meyer
(Signature of Debtor)
Sally L. Meyer

Type or Print Above Signature on Above Line

Shada L. Baldwin, Pres.
(Signature of Secured Party)
Baldwin Service Center Inc.

Type or Print Above Signature on Above Line

Mailed to Assignee

11.50

FINANCING STATEMENT

BOOK - 480 PAGE 150

Identifying File No. 8410071

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11/09/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Entre Computer Store - Annapolis

Address 2134 Generals Highway, Annapolis, Maryland 21401

2. SECURED PARTY

Name Business Leasing Assoc, Inc, 1520 King St, Alexandria, Va

ASSIGNED TO: Address Goldome Savings Assoc, 6666 22nd Ave, N. St. Petersburg, Fla

MAIL TO: Business Leasing Assoc, Inc, 1520 King St, Alexandria, Va

Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

11/09/88

4. This financing statement covers the following types (or items) of property: (list)

- 10 Computer work stations
- 3 Desks
- 3 End Tables
- 2 Filing Cabinets
- 3 Book Cases
- 6 Side Chairs
- 3 Desk Chairs

RECORD FEE 11.00
POSTAGE .50
NOV 25 1040 101 11:16
DEC 3 84

1984 DEC -3 AM 12:03
E. COLLISON

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

John R. Rice, Owner
Type or Print Above Signature on Above Line

[Signature]
(Signature of Debtor)

David S. Mahaffey, Owner
Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

Joseph L. Fellona
Type or Print Above Name on Above Line

11/09/84

254772

BOOK - 480 PAGE 151

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) GOULD, INC. Defense Electronics Division 6711 Baymeadow Drive Blen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Avenue Suite 340 Des Plaines, IL 60018	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 4.50 TOTAL 15.50 DEC 3 84

4 This financing statement covers the following types (or items) of property:

New: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION.

"This transaction is a lease and is not intended by the parties to be a security transaction; filing is only intended to make the lease a matter of public record."

ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO RECORDATION TAX

08

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 1

Filed with: ~~Sec of State MD~~ County Recorder - Anne Arnudel

Defense Electronics Division
By: *[Signature]*
Signature(s) of Debtor(s)

Equitable Life Leasing Corporation
By: *[Signature]*
Signature of Secured Party

(STANDARD)

UCC-1 Modern Law Forms CHICAGO

(1) FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

RECEIVED FOR RECORD
COUNTY RECORDER

1984 DEC -3 AM 12:03

E. AUBREY COLLISON
CLERK

11⁰⁰/₅₀

BOOK - 480 PAGE 152

EQUITABLE LIFE LEASING

SCHEDULE "A"

Page 1 of 1

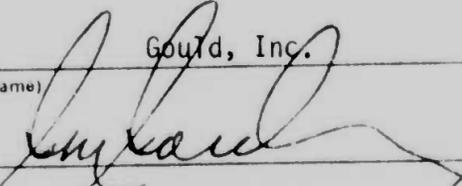
This schedule is to be attached to and becomes part of the Agreement dated October 31, 1984, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	1	Liske Aire, Computer Air Conditioner	CMZA-1	
	1	Computer Room Access Flooring (Liske)		
	1	Computer Power Systems Corporation Power Conditioner and Receptacle	61-103-15-00-00 MPC-2 FL6-30R1	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.

(Name) _____

By:  _____

Its:  _____

BOOK - 480 PAGE 153

251773

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) GOULD, INC. Defense Electronics Div. 6711 Baymeadow Dr. Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, IL. 60018	For Filing Officer (Date, Time, Number, and Filing Office) RECORDED FEE 11.00 POSTAGE .50 TOTAL 11.50

4 This financing statement covers the following types (or items) of property:

New: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION.

"This transaction is a lease and is not intended by the parties to be a security transaction; filing is only intended to make the lease a matter of public record.

ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO RECORDATION TAX

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 1

Filed with: County Recorder - Anne Arundel

Defense Electronics Div.

Equitable Life Leasing Corporation

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature of Secured Party

(STANDARD)

MODERN LAW FORMS CHICAGO
(312) 640-1688

(1) FILING OFFICER COPY ALPHABETICAL

RECEIVED FOR RECORD
CLERK COUNTY

1984 DEC -3 AM 12:03

E. AUDREY COLLISON
CLERK

Mailed to Secured Party 11/00/50

'B'

BOOK - 480 PAGE 154

EQUITABLE LIFE LEASING

SCHEDULE "A"

Page 1 of 1

This schedule is to be attached to and becomes part of the Agreement dated October 31, 1984, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	2	HP150 Personal Computer, includes green CRT, touch sensitive screen, KYBD, 256KB Memory, 2 RS232 Ports, HP-IB Port, MSDOS on 3.5" Medium. 2 accessory slots, HP-IB & Power cables, dual 3.5" drive (9121D).		
	2	Inkjet serial graphics printer with HP-IB Selectable voltage, AC Power.		
	4	Shielded HP-IB Cable - 1 meter for use with HP 125 System.		
	2	6-Pen graphics plotter; ISO A4/A3 OR 8 1/2" x 11" and 11" x 17" Chart size Must specify 1 interface option 001/002; OPR/INTCNT Man1; HP-GL INTFC/PROG MANL; and reference card supplied.		
	2	HP-IB Interface Option used HP-GL Language; No cable supplied.		
	2	Dust cover for HP 150.		
	2	Box of 10 Micro Flexible Discs. Single sided, 3.5".		

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.
 (Name)
 SIGN HERE  *[Signature]* 10/31/84
 By: *[Signature]*
 Its: VP

BOOK - 480 PAGE 155

254773

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Hicks, Larry W. & Darlene 2959 Almondbury Drive Pasadena, Maryland 21122	2 Secured Party(ies) and address(es) Mazda-Vision, Inc. P.O. Box 1144 Pasadena, Maryland 21122	For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED 12:00 POSTAGE 50 NOV 20 1984 DEPT 7 24 
4. This financing statement covers the following types (or items) of property: Maspro II 10' Cont. Dish, Black Draco II		5. Assignee(s) of Secured Party and Address(es) BarclaysAmerican/Financial 1350 Piccard Drive Rockville, Maryland 20850

Date 11/14/84 Amt Fin \$4063.00

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

Larry W. Hicks
 By: *Darlene O. Hicks*
 Signature(s) of Debtor(s)

BarclaysAmerican/Financial
 By: *K.W. King*
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

12⁰⁰/₅₀

RECEIVED FOR THE CLERK
COURT CLERK'S OFFICE

1984 DEC -3 AM 12:04

E. AUBREY COLLISON
CLERK

Mailed to Assignee

BOOK - 480 PAGE 156

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any)	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Fred Menke's Pontiac/GMC/ Datsun/Volvo, Inc.	2. Secured Party(ies) and Address(es) 284 West Street Annapolis, Md. 21401		
This statement refers to original Financing Statement No. <u>LNP No. 1 Fol 3</u> Date Filed <u>February 3 19 64</u>			
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective.			
5. <input checked="" type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.			
6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.			
7. <input type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.			
8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.			
9.			

RECORD FEE 10.00
POSTAGE .50
NOV 29 1964
DEC 1 1964

For Filing Officer
(Date, Time, Number, and Filing Office)

General Motors Acceptance Corporation

By: _____
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

By: *W. A. Acuña, Asst. Pres.*
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

(1) Filing Officer Copy - Alphabetical

GMAC UCC-3 12/82

10⁰⁰/50

↓
*General Motors Acceptance Corp.
P.O. Box 370
Glen Burnie, Md. 21061*

Mailed to: _____

RECEIVED FOR RECORD
SHERIFF OFFICE, CALVERT COUNTY

1984 DEC -3 AM 12:04

E. AUDREY COLLISON
CLERK

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241395

RECORDED IN LIBER 446 FOLIO 399 ON 2/3/82 (DATE)

1. DEBTOR

Name Lockett, Andrea J.

Address 1644 Arundel Road Edgewater, MD 21037

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 4949

Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
241395 1240 R01 1114545
DEC 3 84

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

1981 DEC -3 AM 12:04
E. AUBREY COLLISON
CLERK

Dated 17 November 1984

John Deere Company

R. W. Edwards
(Signature of Secured Party)

R. W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

Mailed to Secured Party

10⁰⁰/₁₀₀

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated Nov. 15, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name BROCATO & BACHMANN INC. and RAYMONDS STORES FOR MEN INC.
Address 442 Harundale Mall, Glen Burnie, MD 21060

2. SECURED PARTY
Name M. L. ROTHSCHILD MANAGEMENT CORPORATION
Address c/o Polish & Douglas 415 Madison Avenue
New York, NY 10017
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All inventory, accounts, receivables, ~~fixtures~~ ~~equipment~~, bank accounts, chattel paper, instruments, documents, goods, general intangibles, leaseholds, contract rights, and all other assets of every kind and description, whether now owned or hereafter acquired, and all additions and accessions to, and all proceeds of any of the foregoing.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

BROCATO & BACHMANN INC. and RAYMONDS STORES FOR MEN INC.
BY: *Carroll V. Brocato*
(Signature of Debtor)

M. L. ROTHSCHILD MANAGEMENT CORPORATION

CARROLL V. BROCATO JR. PRES.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BY: *Bernard J. Miller*
(Signature of Secured Party)

BERNARD J. MILLER V.P.
Type or Print Above Signature on Above Line

1984 DEC -3 AM 12:04
M. L. ROTHSCHILD MANAGEMENT CORPORATION

Mailed to Secured Party

1200
-50

BOOK - 480 PAGE 159

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

November 24, 19 84

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 245608 Dated September 30, 1982

in the Office of Anne Arundel County Maryland
(County/City and State)

DEBTOR OR DEBTORS (name and address):

Name: Craig, Peter S. & Mary E.

Address: 1410 Regent Street

Annapolis MD 21403

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

RECORD FEE 10.00
POSTAGE .50
#780187 0237 R02 719:14
DEC 3 84

NAVY FEDERAL CREDIT UNION
Secured Party

By: [Signature]
(Authorized Signature)
Robert P. Strassheim

Assistant Treasurer
(Title)

Return to:
Bernstein & Feldman, P.A.
P. O. Box 591
Annapolis, Md 21404-0591

Mailed to: _____

10-2
5

To Be Recorded In The Land Records
And In The Chattel Records Of The
Local Jurisdiction And Among The
Financing Statement Records Of
The State Department Of
Assessments and Taxation.

Subject To Recordation Tax
In The Amount Of \$ 1,701.00

254703

FINANCING STATEMENT

1. DEBTOR: WASHINGTON/BALTIMORE CELLULAR
TELEPHONE COMPANY, a Maryland
General Partnership
One Central Plaza
11300 Rockville Pike
Rockville, Maryland 20852
2. SECURED PARTY: THE FIRST NATIONAL BANK
OF MARYLAND
25 South Charles Street
Baltimore, Maryland 21202
Attn: J. Roger Sullivan
Senior Vice President
3. This financing statement covers and the DEBTOR hereby grants the SECURED
PARTY a security interest into the following types (or items) of property:
 - (a) Accounts;
 - (b) Chattel Paper;
 - (c) Documents;
 - (d) Equipment;
 - (e) Fixtures;
 - (f) General Intangibles, including without limitation any and all permits,
licenses, franchises and any other authorization issued by the Federal
Communications Commission (hereafter, the "FCC") or any other
governmental agency, authority, board, commission or body for the
direct or indirect benefit of the DEBTOR;
 - (g) Instruments;
 - (h) Inventory;
 - (i) Rights as seller of goods and rights to returned or repossessed goods;
 - (j) All records relating to the collateral.

RECORDATION FEE 18.00
POSTAGE 1.50
TOTALS 19.50
DEC 3 84

1984 DEC -3 PM 3:38
E. AUGER, CLERK
RECEIVED
STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

The SECURED PARTY acknowledges and recognizes that the grant by the
DEBTOR of a security interest in its FCC licenses or other FCC
authorizations may not be recognized by the FCC under current FCC
regulations, and, in any event, is subject to restrictions imposed by current
FCC regulations on the DEBTOR'S ability to assign its interest in or transfer
control of an FCC license or other authorization.

185

The terms "Accounts," "Chattel Paper," "Documents," "Equipment," "Fixtures," "General Intangibles," "Goods," "Instruments," and "Inventory" as used above shall have the same respective meanings as are given to those terms in the Uniform Commercial Code - Secured Transactions, Commercial Law Article, Annotated Code of Maryland, as amended.

4. All of the DEBTOR'S right, title and interest in and to, all amounts that may be owing at any time and from time to time by the SECURED PARTY to the DEBTOR in any capacity, including, but not limited to, any balance or share belonging to the DEBTOR of any deposit or other account with the SECURED PARTY.
5. Some of the above-described personal property may be affixed to the real estate described on Exhibit "A" attached hereto and by this reference made a part hereof.

DEBTOR:

WASHINGTON/BALTIMORE CELLULAR
TELEPHONE COMPANY, a Maryland
General Partnership

By: ARTS Cellular Systems, Inc.,
a General Partner

WITNESS:

Elizabeth J. Warr

By: [Signature] (SEAL)

Gary L. Thomas, Wayne W. Schelle
Vice President Finance

TO FILING OFFICER: After this Statement has been recorded, please return to:

↙ GEBHARDT & SMITH
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
Attn: Richard C. Faint, Jr., Esquire

3486
W-00.34

Mailed to: _____

EXHIBIT "A"

Location 1

Address: 5204 River Road
Bethesda, Montgomery County
Maryland 20816

Owner: EDWARD MERNONE

Location 2

Address: 1.0 Mile West of SR117 and
Barnesville Road
Barnesville, Montgomery County
Maryland 20838

Owner: MARK McCORMICK MILLER

Location 3

Address: 201 N. Charles Street
Baltimore County, Maryland 21204

Owner: BRITCO HOLDINGS and URBAN REALTY, INC.

Location 4

Address: 1 Investment Place
Towson, Baltimore County
Maryland 21204

Owner: MARITIME REALTY, INC.

Location 5

Address: Old S. River Road & Route 2
Harwood, Anne Arundel County
Maryland 20776

Owner: J.E. OWENS CONTRACTING, INC.

Location 6

Address: 2 Miles West of Patuxent on Conway
Patuxent, Prince George's County,
Maryland

Owner: SUNNY RIDGE, INC.

Location 7

Address: 5165 Triadelphia Road
Glen Elg
Howard County, Maryland 21737

Owner: JAMES F. BROWN and LINDA A. BROWN

Location 8

Address: 1/2 Mile East of Chaper Point Road
off Old Stage Coach Road
La Plata

Owner: CARL R. BALDUS, JR. & BARBARA F. BALDUS,

Location 9

Address: 7310 Ritchie Highway
Suite 810-A, Glen Burnie
Anne Arundel County, Maryland 21061

Owner: EMPIRE CORPORATION

Location 10

Address: West Side of Masemore Road
Hereford, Baltimore County
Maryland 21120

Owner: HAROLD F. BURTON

Location 11

Address: 2220 Ady Road, Bel Air
Harford County, Maryland 21014

Owner: JAMES P. PAGLIA, T/A ORECK PARTNERS

Location 12

Address: 51 Monroe Street
Rockville, Maryland

Owner: WASHINGTON REAL ESTATE
INVESTMENT TRUST

Location 13

Address: 5000 Block Kirby Road
Clinton, Maryland

Owner: ANN BEVARD

Location 14

Address: On S.R. 27 in the New Mexico Subdivision
Westminster, Garrett County, Maryland

Owner: JOHN D. MEYER
CLARA M. MEYER

W-00.34

186794

BOOK - 480 PAGE 164

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 33 Page No. 51
Identification No. 65808 Dated May 12, 1965

1. Debtor(s) { Elmer G. Simms and Mildred C. Simms, his wife
Name or Name—Print or Type
532 Cleveland Road, Linthicum Heights, Anne Arundel County, Md.
Address—Street No., City - County State Zip Code

2. Secured Party { METROPOLITAN LIFE INSURANCE COMPANY c/o WYE MORTGAGE CORPORATION
Name or Name—Print or Type
7801 York Road Baltimore, Maryland 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) April 1, 1995

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

10.00
50
DEC 4 1984

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 22nd day of June 19 84

WITNESS:

BY: WYE MORTGAGE CORPORATION

Hilda M. Benny

Mary K. Romans
Mary K. Romans, Senior Vice President

Hilda M. Benny

Nancy L. Shauk
Nancy L. Shauk, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County
Liber 3380 ,Folio 606.)

1984 DEC -4 AM 8:32
E. COLLISON
CLERK

Mailed to Secured Party

1050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 165
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2328.04

If this statement is to be recorded in land records check here.

This financing statement Dated 11/02/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

251704

1. DEBTOR

Name Gary & Karen Denton

Address 335 Constant Ave. Severn, Md. 21144

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.

Address 7528 Ritchie Hwy. Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 2 Tv.
- 1 Stereo
- 1 Washer
- 1 Dryer
- 1 Microwave
- 2 Refrig.
- 1 Stove
- 1 Air Conditioner
- 2 Livingroom Set
- 1 Dining Room Set
- 2 Bedroom Sets
- 2 Typewriters
- 3 Cameras
- 1 Power Saw
- 1 Chain Saw
- 2 Drills
- 1 Tractor

RECORDED
FILING
NOV 15 1984
12.00
11/15/84
11/14/84
11/14/84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

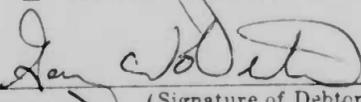
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

1984 DEC -4 AM 9:58
E. JAMES COLLISON
CLEAR


(Signature of Debtor)

Gary Denton
Type or Print Above Name on Above Line


(Signature of Debtor)

Karen Denton
Type or Print Above Signature on Above Line


(Signature of Secured Party)

Type or Print Above Signature on Above Line

12-
1430

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252857

RECORDED IN LIBER 475 FOLIO 268 ON 5/7/84 (DATE)

1. DEBTOR

Name SUSAN L. LOWELL

Address 1 LEEDS RD. HANOVER, MD. 21076

2. SECURED PARTY

Name NORWEST FINANCIAL MD. INC.

Address 7528 RITCHIE HWY. GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

TERMINATION

Dated 11/27/84

Michelle Morrison
(Signature of Secured Party)

MICHELLE. MORRISON

Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
1984 DEC -4 AM 9:59
E. AUGER COLLISON
CLERK

1039

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

11/29 84

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 246-900 in Office of Anne Arundel MD (Filing Officer) (County and State)

Debtor or Debtors (name and Address): GEORGE VA ANGELA G HERMISTRE
145 Riverdale
Pasadena MD 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

M. J. ...
Secured Party

By HOUSEHOLD FINANCE CORPORATION
AND ITS BRANCH OFFICES
Its Branch Office Manager
Severna Park, Maryland 21146

10/50

RECEIVED FILE RECORD
CREDIT DEPT. A.A. COUNTY

1984 DEC -4 AM 9:58

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

RECORD FEE 10.00
POSTAGE 17.50
TOTAL 27.50
DEC 4 84

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

11/13 19 84

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

Liber 429

File No. ... Page..274..... in Office of

M. Garrett. L. Larrimore. Clk Anne Arundel Cty
(Filing Officer)

Debtor or Debtors (name and Address):

Fred D & Mary V McGhee
Box 574 Bayard Rd
Lothian Md 20711

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSEHOLD FINANCE CORPORATION

11160 VIERS MILL ROAD.....

Secured Party, 21

WHEATON MD. 20902

By
Its Branch Office Manager

Joe Green, Manager

PROPERTY COLLISION

1984 DEC -4 AM 11:08

E. J. COLLISON
CLERK

RECORDED
INDEXED
NOV 13 1984 801-10424
11 4 84

10 0/50

Filed to Secured Party

DO NOT RECORD IN LAND RECORDS

NOT SUBJECT TO RECORDATION TAX

BOOK - 480 PAGE 169

254765

FINANCING STATEMENT

1. Debtors:

Robert W. Hobson	Address:
Kay F. Hobson	7969 Oakwood Road
William D. Ellis	Glen Burnie, Maryland 21061
Patricia Ann Ellis	

2. Secured Parties:

Second National Building & Loan, Inc.	Address of all Secured Parties:
William F. Brooks, Jr., Trustee	c/o Second National Building & Loan, Inc.
Donna M. Pittman, Trustee	Phillip Morris Drive & Route 50
	Salisbury, Maryland 21801

3. This Financing Statement covers:
 All appliances, fixtures, furniture, furnishings and equipment now or hereafter located in or upon the property described in Paragraph 6 below.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr. and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement are located is known as:
 Lot No. 72B, Caine Harbor Mile, Ocean City, Maryland

RECORD FEE 14.00
 POSTAGE .50
 206131 0040 701 710432
 DEC 4 1984

Debtors:

Robert W. Hobson
 ROBERT W. HOBSON

Kay F. Hobson
 KAY F. HOBSON

William D. Ellis
 WILLIAM D. ELLIS

Patricia Ann Ellis
 PATRICIA ANN ELLIS

Intended to be Secured Party

TO THE FILING OFFICER: After this statement has been recorded, PLEASE MAIL TO: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

↗

1984 DEC -4 AM 11:09
 E. AUBREY COLLISON
 CLERK

14.00
 .50

BOOK - 480 PAGE 170

254708

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
James R. Barton
900 Blue Ridge Drive
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)
First Federal Savings and Loan
Association of Annapolis
2024 West Street
Annapolis, Maryland 21401

3 Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

1 Vermeer 665A Stump Cutter
Serial #1166

5. Assignee(s) of Secured Party and
Address(es)

REGISTRATION FEE 11.00
POSTAGE .50
486133 0049 901 710:36
DEC 4 84

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

James R. Barton
James R. Barton
Signature(s) of Debtor(s)

First Federal Savings and Loan
By _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

11.00
- .50

Mailed to Secured Party

RECEIVED
1984 DEC -4 AM 11:09
E. AUBREY COLLISON
CLERK

BOOK - 480 PAGE 171

251737

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First and Address(es)) Hoofnagle, Lutchie A. HOOFNAGLE, WILLIAM B HOOFNAGLE, ANN M BOONES ESTATES Lot # 227 227 WELCH WAY LOTHIAN HEIGHTS, MD 20711		2. Secured Party(ies), Name(s) and Address(es): JOY REAL ESTATE 6500 OLD BRANCH AVE, ST. 201 TEMPLE HILLS, MD 20784	4 For Filing Officer: Date, Time, No. -Filing Office
5 This Financing Statement covers the following types (or items) of property 1981 Windsor, , Serial # 12647 FPKZWI701412647 14 X 70, 2 BR To include all furniture , fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. <input checked="" type="checkbox"/> Products of the Collateral are also covered		6. Assignee(s) of Secured Party and Address(es) Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150 Mailed to:	7 <input type="checkbox"/> The described crops are growing or to be grown on: <input type="checkbox"/> The described goods are or are to be affixed to: <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: *(Describe Real Estate in Item 8.)
8 Describe Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner	

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input checked="" type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input checked="" type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
By <u>WILLIAM B HOOFNAGLE</u> S.S. # 479-42-9680 <u>ANN M HOOFNAGLE</u> S.S. # 233-52-70360 <u>Lutchie A. Hoofnagle</u> S.S. # 577-02-8273			By <u>Green Tree Acceptance, Inc.</u> <u>Isabel Manfredi</u> Signature(s) Secured Party(ies) (Required only if Item 10 is checked)		
3/83 STANDARD FORM FORM UCC-1 Approved by the Secretary of the Commonwealth of Pa.					

RECORD FEE 12.00
POSTAGE .50
NOV 27 1040 AM 11:45
DEC 4 84

12⁰⁰/₅₀

1984 DEC -4 AM 11:10
E. J. COLLISON
CLERK

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

BOOK - 480 PAGE 172

MARYLAND TERMINATION STATEMENT

Date November 15, 1968

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Larry & Diane Royster, 8225 Pioneer Ci, Severn, MD 21144

2. Secured Party and address (Type complete corporate name): Thorp Credit, 7966 Crain Hwy, Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:

Liber 447 Page 520

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Financial Services (TYPE COMPLETE CORPORATE NAME)

By: Samuel J Wilson, MANAGER

(Type signature below name)

AE 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECEIVED RECORD AA Cty, 1984 DEC -4 AM 11:10, E. AUBREY COLLISON CLERK

Mailed to Secured Party

10.60 / 10.50

BOOK - 480 PAGE 173

254768

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer: Date, Time, No. Filing Office

Sanchos, Inc.
6714 Ritchie Highway
Glen Burnie, MD 21061

NCR CORPORATION
Dayton, Ohio 45479

5 This Financing Statement covers the following types (or items) of property

NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, INCLUDING, WITHOUT LIMITATIONS, COMPUTERS, COMPUTER PERIPHERALS, RETAIL & FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT.

6 Addressee(s) of Secured Party and Address(es)

11.00
POSTAGE .50
103142 0048 101 710150
DEC 4 84

Products of the Collateral are also covered

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

Not subject to recordation tax.
Property becomes possession of debtor.

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

Signed by agent per
Universal Agreement

NCR CORPORATION

By *Pat Fague*
Signature(s) of Debtor(s)

Pat Fague

By *Betty E. Schmidt*
Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83)

STANDARD FORM--FORM UCC 1--Approved by Secretary of Commonwealth of Pennsylvania

Betty E. Schmidt
Schmidt

11/00/50

11/00/50

RECEIVED IN RECORDS
COUNTY CLERK
1984 DEC -4 AM 11:11
E. AUBREY COLLISON
CLERK
Mailed to Secured Party.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Nov. 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES E. BLAKE CONTRACTORS, INC.
Address P. O. Box 647, Pasadena, Maryland 21122

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
Address 1746-48 York Road, Lutherville, Maryland 21093

William M. Levy, Esquire, 1505 Fidelity Bldg., Balto., Md, 21201
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 30, 1987

4. This financing statement covers the following types (or items) of property: (list)

Fixtures and chattels in the nature of fixtures, affixed and/or appurtenant to the property described in a Mortgage of even date from the Debtor to the Secured Party contained in the property set forth in Item 5 hereof.

1984 DEC -4 PM 12:49
E. AUGER & COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
416257 0237 002 112:42

DEC 4 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Lots Nos. 79 and 80 in Section S as shown on the Plat of Part of Riviera Beach, Third Assessment District of Anne Arundel County, Maryland.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

CHARLES E. BLAKE CONTRACTORS, INC.

BY: [Signature]
(Signature of Debtor)
Charles E. Blake, President
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: [Signature]
(Signature of Secured Party)

WILLIAM M. LEVY
Type or Print Above Name on Above Line

Mailed to Secured Party

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Nov. 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES E. BLAKE CONTRACTORS, INC.
Address P. O. Box 647, Pasadena, Maryland 21122

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
Address 1746-48 York Road, Lutherville, Maryland 21093

William M. Levy, Esquire, 1505 Fidelity Bldg., Balto., Md. 21201
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 30, 1987

4. This financing statement covers the following types (or items) of property: (list)

Fixtures and chattels in the nature of fixtures, affixed and/or appurtenant to the property described in a Mortgage of even date from the Debtor to the Secured Party contained in the property set forth in Item 5 hereof.

RECORD FEE 11.00
POSTAGE .50
874236 0237 102 112:44
DEC 4 84

1984 DEC -4 PM 12:49
E. ALBERT COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Lots No. 21 and 22 Section 12 Plat of High Point, Third Assessment District of Anne Arundel County, State of Maryland.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CHARLES E. BLAKE CONTRACTORS, INC.

BY: [Signature]
(Signature of Debtor)

Charles E. Blake, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: [Signature]
(Signature of Secured Party)

WILLIAM M. LEVY

Type or Print Above Name on Above Line

Mailed to Secured Party 1/5/85

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Nov. 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES E. BLAKE CONTRACTORS, INC.
Address P. O. Box 647, Pasadena, Maryland 21122

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
Address 1746-48 York Road, Lutherville, Maryland 21093

William M. Levy, Esquire, 1505 Fidelity Bldg., Balto., Md, 21201
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 30, 1987

4. This financing statement covers the following types (or items) of property: (list)

Fixtures and chattels in the nature of fixtures, affixed and/or appurtenant to the property described in a Mortgage of even date from the Debtor to the Secured Party contained in the property set forth in Item 5 hereof.

RECORD FEE 11.00
POSTAGE .50
476237 4237 1002 112145
DEC 4 84

1984 DEC -4 PM 12:49
E. AUSTIN & COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Lots No. 23 and 24 Section 12 Plat of High Point, Third Assessment District of Anne Arundel County, State of Maryland.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CHARLES E. BLAKE CONTRACTORS, INC.

BY: [Signature]
(Signature of Debtor)

Charles E. Blake, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: [Signature]
(Signature of Secured Party)

WILLIAM M. LEVY

Type or Print Above Name on Above Line

Filed to Secured Party

11/30

1964 DEC -4 PM 1:40
E. ADREY POLLISSON
COUNTY CLERK
KP

BOOK - 480 PAGE 177

THIS STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Robert O. Schultz Bette L. Schultz 809 Geis Circle Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) C.I.T. Financial Services P.O. Box 2848 Gainesville, FL 32602	3. Maturity date (if any): For Filing Officer (Date, Time, Number, & Filing Office)
---	--	--

4. This statement refers to original Financing Statement bearing File No. 231713
Filed with A.A. County Date Filed March 17 19 60

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 11 has been assigned to the assignee whose name and address appear in Item 11.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 11.
9. Release. Secured Party releases the collateral described in Item 11 from the financing statement bearing file number shown above.
10. Check if true. All documentary stamp taxes due and payable or to become due and payable pursuant to Chapter 201, F. S. have been paid.
11.

No. of additional sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: C.I.T. Financial Services
Manager Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY — ALPHABETICAL
SEMINOLE PAPER & PRINTING CO., INC. - MIAMI, FLORIDA 33101

STANDARD FORM — FORM UCC-3
Approved by Richard (Dick) Stone, Secretary of State, State of Florida

10⁰⁰/₅₀

Mailed to Secured Party

BOOK - 480 PAGE 178

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... Nov. 27 19 81.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 225330 in Office of CLARK OF COURT A.A. MD.
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Stanley A & Judyann Hardesty Jr.
400 circle rd
ZIVA MD 21140

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Hauschild Finance Corporation
Secured Party

3058 Semmesville Rd
Annapolis, Md

By
Its Branch Office Manager

211401

RECORDED FEE 10.00
POSTAGE 4.50
H05162 0040 R01 711021
DEC 4 1981

Mailed to Secured Party

Form 91 MD (3-79)

RECEIVED
FACULTY FEDERAL RESERVE BANK
1981 DEC -4 PM 1:40
E. AVENEY COLLISON
CLERK

PK

BOOK - 480 PAGE 179

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 249309

RECORDED IN LIBER 4466 FOLIO 358 ON 10-10-83 (DATE)

1. DEBTOR: Name Byron C & Pamela Walters

Address 906 Juliet Ln Arnold Md

2. SECURED PARTY: Name Commercial Credit Sv & Assoc

Address 1112 Ritchie Highway
Sec. PK. Md. 21440

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>	<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>	

RECORD FEE 10.00
POSTAGE .50
11-13-84
SEC 4 84

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Mailed to Secured Party

Dated 11-27-84 _____
(Signature of Secured Party)

B L Cooper
Type or Print Above Name of Above Line

RECEIVED THE RECORD
DEPT. OF COURT & COUNTY
1984 DEC -4 PM 1:40

E. AUBREY COLLISON
CLERK

10⁰⁰/₅₀

BOOK - 480 PAGE 180

254732

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Coulson, Douglas B. Wortham, Mernie P. 172 Severn Way Arnold, Md. 21012	2. Secured Party(ies) and address(es) Jefferson Bank & Trust 8703 Central Ave. Capitol Heights, Md. 20743	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 HOURS 0940-501 713117 DEC 4 84
--	--	--

4. This financing statement covers the following types (or items) of property:

1969 Irwin 31', Official #554053, hull # unknown
18hp Sabb diesel engine, #2H76114

5. Assignee(s) of Secured Party and Address(es)

Not subject to recordation tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Marion P. Wortham
Doug B. Coulson
Signature(s) of Debtor(s)

By: A. Robert Rose
Signature(s) of Secured Party(ies) 120/50

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED
STATE OF MARYLAND
1984 DEC -4 PM 1:41
E. AUBREY COLLISON
CLERK

TO BE RECORDED IN LAND RECORDS
(IF CHECKED)

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$40,000.00

BOOK - 480 PAGE 181

FINANCING STATEMENT

254733

1. Borrower(s):

GARY HART & ASSOCIATES LTD.
 Name or Names—Print or Type
 140 Ritchie Hwy. Pasadena, Md. 21122
 Address—Street No., City - County State Zip Code
 Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

CHESAPEAKE SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, INC.
 P.O. BOX 708, ANNAPOLIS, MD 21404

3. This Financing Statement covers the following types or property: (Describe or attach separate list if necessary).

Commercial telephone system and computer peripherals as
 described on attached sheet.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Borrower(s):

GARY HART & ASSOCIATES LTD.

FOR: CHESAPEAKE S & L ASSOC. OF ANNAPOLIS, INC.

Gary Hart
 Gary Hart, President

BY: David C. Hancock
 (Signature of Officer)

David C. Hancock, Vice Pres.
 Print Name & Title

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 CHESAPEAKE S & L ASSOCIATION
 ATTN: Loan Department

Mailed to Secured Party

RECORD FEE 10.00
 RECORD TAX 20.00
 POSTAGE .50
 1901 DEC 4 11:35
 DEC 4 84

1901 DEC -4 PH 1:42
 ANNAPOLIS
 CLERK

12.00
 280.50

APPENDIX A

BOOK -480 PAGE 182

CHESAPEAKE SAVINGS & LOAN ASSOCIATION
OF ANNAPOLIS, INC.

Commercial telephone system and computer peripherals as
installed including, but not limited to:

ITT KSU512 Telephone Key Service Unit--Serial #079600101
W/(13) ITT 400E Central office line cards

(54) ITT 1-A-Z 10 Button Comdial telephones

(1) Melco KT-37 Station Intercom

(1) ITT 554-C 13-line expansion panel

and

(12) Hayes 1200 Bank Smart modems

(5) ABM 85H computer terminals

(10) Denver Board circuit boards

(5) OKI-Data Microline 83-A printers

(2) 300 Band Smart modems

(1) Kimtron ABM 85H CRT

(1) Motorola 6000 x Cellular Telephone w/speaker

maryland national bank

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County -----
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 36,000.00 ----- The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s) Address(es)
ENI Corporation P O Box 8759
 Baltimore, Md 21210

6 Secured Party Address
 Maryland National Bank Airport Hotel Office
 Attention: Ann Canty 11th and G Scott Dr
 Baltimore, Md 21200

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property .

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

ENI Corporation
Charles T Russell (Seal)
 Charles T Russell, President

Secured Party
 Maryland National Bank
Ann Canty (Seal)
 V Ann Canty, Senior Branch Officer &
 Branch Manager
 Type name and title

11:00
 RECEIVED
 MORTGAGE
 50
 11:53
 DEC 4 84

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

RECEIVED FOR RECORD
 CLERK COURT ANNE ARUNDEL COUNTY
 1984 DEC -4 PM 2:02
 E. AUBREY COLLISON
 CLERK



Mailed to Secured Party

11-
252 50

SCHEDULE A

BOOK -480 PAGE 184

THIS SCHEDULE A is attached to and made a part of a
IBM SR-1 Computer System, Terminal nos. 86232790, 74010001, 74010427 &
Printer no. 86232790

IBM CORPORATION

Charles D. Russell
Charles D. Russell, President

maryland national bank

BOOK - 480 PAGE 185

FINANCING STATEMENT

254735

- 1. To Be Recorded in the Land Records
- 2. To Be Recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s) Address(es)
 Kahn, Inc. 421 Broadwater Road
 Arnold, Maryland 21012

6 Secured Party Address
 Maryland National Bank P.O. Box 871
 Attention: Jane C. Phillips Annapolis, MD 21404

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Kahn, Inc.

[Signature] (Seal)
 Khanh Thu Vo, President

[Signature] (Seal)
 Robert C. Baldwin, Vice Pres.

____ (Seal)

Secured Party
Maryland National Bank

[Signature] (Seal)
 Jane C. Phillips, Commercial Banking Officer

Type name and title

RECORDING FEE 1.100
 POSTAGE .50
 #74261 0055 MD 2113353
 DEC 4 84

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Form 207-95 ED 2/80

Mailed to Secured Party

11.00
50

RECEIVED
 AUBREY COLLISON COUNTY
 1984 DEC -4 PM 2:02
 E. AUBREY COLLISON
 CLERK

BOOK - 480 PAGE 186

STATE OF MARYLAND

254736

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas, Melvin C. and Thomas, Dorothy A. Individually and as Co-Partners
T/A Thomas Services
Address 1355 Baltimore-Annapolis Blvd. Arnold, Maryland 21401

2. SECURED PARTY

Name Credit Alliance Corporation
Address 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas Services

By: *Melvin C. Thomas, Sr.*
(Signature of Debtor)

Melvin C. Thomas, Sr., Partner

Type or Print Above Name on Above Line

By: *Dorothy A. Thomas*
(Signature of Debtor)

Dorothy A. Thomas, Partner -

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Larry F. Kimmel
(Signature of Secured Party)

Larry F. Kimmel, Assistant Sec.

Type or Print Above Signature on Above Line

1984 DEC -4 PM 2:06
CLERK COLLISON

Mailed to Secured Party
1900/50

BOOK - 480 PAGE 187

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

THIS MORTGAGE made the 23rd day of November, 1984 by and between

Melvin C. Thomas and Dorothy A. Thomas, Individually and as Co-Partners T/A Thomas Services having their principal place of business at 1355 Baltimore-Annapolis Blvd. Arnold, Maryland 21401

"Mortgagor", and Credit Alliance Corporation

"Mortgagee"

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereof shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Melvin C. Thomas and Dorothy A. Thomas (Ss)
Mortgagor
By Melvin C. Thomas Sr. (Title)
By Dorothy A. Thomas

Secretary

STATE OF
COUNTY OF

SS

Melvin C. Thomas and Dorothy A. Thomas being duly sworn, deposes and says

They are partners

- 1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of 19

NOTARY PUBLIC

Melvin C. Thomas Sr.
Dorothy A. Thomas

STATE OF COUNTY OF SS

I, a Notary Public duly qualified in and for said County and State, do hereby certify that on this day of 19 in (Place) in said County before me personally appeared to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(For Partnership) and known as and to be a member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the of who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

BOOK - 480 PAGE 189

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated November 23 19 84 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	<p>Used Caterpillar Crawler Loader</p> <p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>	951C	S/N 86J4285

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Melvin C. Thomas and Dorothy A. Thomas,
Individually and as Co-Partners T/A

Thomas Services

By: Melvin C. Thomas, Sr.

By: Dorothy A. Thomas

Anne Arundel 577 228 8936 11/10 B

254737

BOOK - 480 PAGE 190

Buyer's (Debtor's) Name (Last name first) Keys, Whitney	Purchaser's Mailing Address 1200 Dixon Dr Edgewater	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address md 21037	Zip Code
Seller's Name Annapolis 4A Rental	Seller's Address 1717 Lincoln Dr Annapolis, Md.	Zip Code 21401

BUYER'S SOC. SEC. NO. (First Signer) **577 228 8936**

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	650	Compact Utility Dies Tractor w/ MFWD	CH0650 5012620
1	N	JD	35	Rear Blade - NO R.O.P. Bar. -	
1	N	Bushnell	45T	Bush Hog	

RECORD FEE 11.00
 POSTAGE .50
 20409 2040 ROL 713452
 DEC 4 84

FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction ~~is~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278.
 Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
 PO Box 4949
 Syracuse, NY 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
 P.O. Box ~~685~~ **4949**
 Syracuse, N.Y. **13221**

RECEIVED FOR RECORD
 GREAT BRITAIN COUNTY
 1984 DEC -4 PM 2:06
 E. AUDREY COLLISON
 CLERK

Anne Arundel, Md.

Debtor resides in

Anne Arundel, Md. (County) (State)

Mailed to:

Note dated and signed

11/10/84 (Date)

Debtor's Telephone No.

778-1472

Annapolis 4A Rentals

[Signature]
 (Debtor's Signature)

Whitney Keys

[Signature]
 (Seller's Name)

David B. Graham, VP

David B. Graham, VP

(Debtor's Signature)

(Seller's (Secured Party) Signature)

(Do not write below this line)

11/10/84

BOOK - 480 PAGE 191

254738

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Thomas W. Curtis Patricia G. Curtis 654 Mallard Court Arnold, Md. 21012	2. Secured Party(ies) and address(es) Jefferson Bank & Trust 8703 Central Ave. Capitol Heights, Md. 20743	For Filing Officer (Date, Time, Number, and Filing Office) RECORD NO. 1100 POSTAGE .50 CHECK NO. 1140 001 113153 DEC 4 84
4. This financing statement covers the following types (or items) of property: 1981 Olson 30', Hull #PCX301220681, Official #646038 10hp Browning Marine gas engine Not Subject to recordation Tax.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Patricia G. Curtis
 Signature(s) of Debtor(s)

By: H. Robert Page
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

12⁰⁰/₅₀

RECEIVED FOR RECORD
 CLERK'S OFFICE
 ANNE ARUNDEL COUNTY

1984 DEC -4 PH 2:06

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es): White Dove, Inc. T/A Eden Trading Co. 1016 Cape St. Clair Rd. Annapolis, Md. 21401	(2) Secured Party(ies) (Name(s) And Address(es)) State National Bank of Md. P.O. Box 300 Millersville, Md. 21108	RECORD FEE 10.00 RECEIVED 11:53 DEC 4 84
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. ***All Equipment and Fixtures now owned or hereafter acquired by Debtor. ***All Accounts, including accounts receivable of Debtor, now existing or hereafter arising. ***All Inventory including, without limitation, all goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted, including all materials, goods or work in process. <input type="checkbox"/> Products of the Collateral Are Also Covered. Not subject to recordation tax.		
(6) Signatures: Debtor(s) White Dove, Inc. T/A Eden Trading Co. (By) <i>Kate Hamel</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] State National Bank of Md. (By) <i>Randall R. Nye</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	1200

Mailed to Secured Party

RECEIVED RECORDS SECTION
 COURT CLERK'S OFFICE

1984 DEC -4 PM 2:06

E. AUBREY COLLISON
 CLERK

254800

BOOK - 480 PAGE 193

RECORDING FEE 12.00
POSTAGE .50
NOV 27 1984 10:15 AM
REC 1 23

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code **00730734-1** No. of Additional Sheets Presented

1 Debtor(s) (Last Name First and Address(es)) Reilly, Reginald Clayton Reilly, Jacqueline L. 75 Summer Hill MHP Crownsville Road Crownsville, MD 21032	2 Secured Party(ies): Name(s) and Address(es) Green Tree Acceptance, Inc. P.O. Box R Uniontown, PA 15401	3 <input type="checkbox"/> The Debtor is a transmitting utility 4 For Filing Officer: Date, Time, No. - Filing Office <i>J.P. 12/3</i>
5 This Financing Statement covers the following types (or items) of property 1982, Liberty, 70 X 14, Serial# 08-L-20790 and all Appliances, household goods, accessions, asseciors, equipment and parts now owned or here- after acquired, all contract rights pertaining to this contract. <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) Green Tree Acceptance, Inc. P.O. Box R Uniontown, PA 15401
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	7 <input checked="" type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. * (Describe Real Estate in Item 8.)

NOT SUBJECT TO RECORDATION TAX

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected. or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor. or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State	11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)
--	--

Reginald Clayton Reilly S.S.# 228-42-5699
Jacqueline L. Reilly S.S.# 329-48-7814
By *J.P.* Signature(s) of Debtor(s)

Green Tree Acceptance, Inc.
By *J.P.* Signature(s) of Secured Party(ies)
Reg. Mgr
(Required only if Item 10 is checked.)

3/83 (1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-1 -- Approved by the Secretary of the Commonwealth of Pa

12.00
50

RECEIVED FOR RECORD
DEPT. OF REVENUE
1984 DEC -4 PM 2:06
E. AUBREY COLLISON
CLERK

BOOK - 480 PAGE 194

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 236120

RECORDED IN LIBER 432 FOLIO 564 ON 1/5/81 (DATE)

1. DEBTOR: Name Jesse Johnson Jr & Deborah Johnson
Address 755 212th St. Pasadena MD 21122

2. SECURED PARTY: Name Commercial Credit Corporation
Address 7436 Ritchie Hwy. Glen Burnie MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<input type="checkbox"/> A. CONTINUATION..... The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE..... <input type="checkbox"/> FULL RELEASE..... <input type="checkbox"/> ***	<input type="checkbox"/> C. TERMINATION..... The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
<input type="checkbox"/> D. ASSIGNMENT..... The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)	<input type="checkbox"/> E. OTHER..... (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)	
<p>1 2pc. LR st. 3 Tables 1 8Pc. Dr St. 2 4PC. Br Sts. 1 3Pc. Br St. 1 GE REfrig. 1 Sign. Range 1 Whirlpool Washer & Dryer 1 Panasonic Color Console TV 2 Panasonic Port. Color TV's 1 B.S.A. Stereo 1 Philco Dishwasher</p>		

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated 10/26/84

Teresa J. Lawrence
(Signature of Secured Party)

Teresa J. Lawrence

Type or Print Above Name on Above Line

RECEIVED FOR RECORD
SACRET COUNTY

1984 DEC -4 PM 2:26

E. AUDREY COLLISON
CLERK

Mailed to Secured Party

10.00
50

254851

BOOK - 480 PAGE 195

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Security Ford Tractor, Inc. 6027 Ritchie Hwy. Brooklyn, MD 21225	2. Secured Party(ies) and Address(es) Ford Motor Credit 1101 North Point Blvd. Balt., MD 21224
--	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1. New and used motor vehicles, tractors, trailers, semi-trailers, mobile homes, farming implements, and other farming or industrial appliances, and equipment and accessories or replacement parts of any of the above. 2. Proceeds of sale of all property covered by this statement, including money, chattel paper and motor vehicles

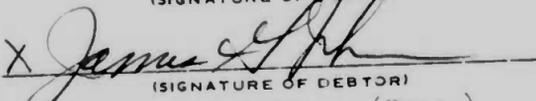
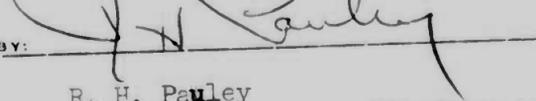
Check if covered: Proceeds of collateral covered Products of collateral covered received in trade.

4. This transaction is exempt from the Recording Tax.

Filed with:

Clerk of Circuit Court, Anne Arundel County

RECORD FEE 11.00
 STAMP .50
 1984 DEC 4 11:25
 DEC 4 84

Security Ford Tractor, Inc. (SIGNATURE OF DEBTOR)	Ford Motor Credit (NAME OF SECURED PARTY)
 (SIGNATURE OF DEBTOR)	 BY:
James McManus (Pres.) FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED	R. H. Pauley PRINTED IN U.S.A.

RECEIVED FOR RECORD
 CLERK OF CIRCUIT COURT
 1984 DEC -4 PM 2:26
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party
 11.50

254802

BOOK - 480 PAGE 196

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 55,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Annapolis Micro Systems, Inc

612 Third St., Suite 301
Annapolis, MD 21403

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

RECORD FEE 11.00
RECORD TAX 385.00
POSTAGE .50
874707 0345 002 T14150

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All equipment now owned and all equipment hereafter acquired by Borrower including but not limited to 1 New Telesis System Computer Aided Printed Circuit Board Design System Serial #1376, and all proceeds (cash & non-cash) of such equipment, also all accounts now owned or hereafter acquired by Borrower and all proceeds (cash & non-cash) of such accounts.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1984 DEC -4 PM 2:52
JANE S. DONALDSON

Debtor (or Assignor)
Annapolis Micro Systems, Inc.

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY: *Jane S. Donaldson, Pres.*
Jane S. Donaldson, Pres.

BY: *Twain D. Oakes*
TWAINE D. OAKES

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11.00
385.00
Mailed to Secured Party
JO

254803

BOOK - 480 PAGE 197

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
Crow-Ritchie Limited Partnership
1001 30th Street
Washington, D.C. 20007

2 Secured Party(ies) and address(es)
Mellon Bank, N.A.
Mellon Square
Pittsburgh, PA 15230

3 Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

All of the Debtor's right, title and interest in and to that certain Contract of Sale dated November 6, 1984 between Jacob L. Cardin and Debtor.

5 Assignee(s) of Secured Party and Address(es)

RECORD FEE 12.00
POSTAGE .50
372315 1349 100 115:12
DEC 4 84

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered; Proceeds of Collateral are also covered; Products of Collateral are also covered. No. of additional Sheets presented:

Crow-Ritchie Limited Partnership

By Ed J. Hays, GENERAL PARTNER
Signature(s) of Debtor(s)

By _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

NATIONWIDE TITLE CO.
3723 Old Court Rd.
BALTIMORE, MD 21208

Mailed to: _____

1270

RECEIVED BY FILING OFFICER
CREDIT RECORDS & ACCOUNTS

1984 DEC -4 PM 3:15

E. AUBREY COLLISON
CLERK

254804

BOOK -480 PAGE 198

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) Crow-Jumpers Retail Limited Partnership 1001 30th Street Washington, D.C. 20007	2 Secured Party(ies) and address(es) Mellon Bank, N.A. Mellon Square Pittsburgh, PA 15230	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---

4 This financing statement covers the following types (or items) of property All of the Debtor's right, title and interest in and to that certain Put Option Agreement dated November 6, 1984, by and among Jerome S. Cardin or his assignee and Debtor.	5. Assignee(s) of Secured Party and Address(es) RECORD FEE 12.00 POSTAGE .50 Baltimore, MD 21202 DEC 4 1984
---	---

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with:
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

Crow-Jumpers Retail Limited Partnership
 By [Signature] General Partner Signature(s) of Debtor(s)
 By _____ Signature(s) of Secured Party(ies)
 (1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

RECEIVED RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 DEC -4 PM 3:15

E. AUBREY COLLISON
CLERK



NATIONWIDE TITLE Co.
3723 Old Court Rd.
BALTIMORE, MD 21208

Mailed to: _____

125

2112984RMZ

SECURITY AGREEMENT AND FINANCING STATEMENT 254805

(Uniform Commercial Code - Secured Transaction)

November 30, 1984

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Debtor:	Address:
MONTGOMERY INVESTMENT GROUP IX, a Maryland limited partnership	4837 Del Ray Avenue Bethesda, Maryland 20814

Secured Party:	
MONTGOMERY MORTGAGE, INC., a Maryland corporation	4837 Del Ray Avenue Bethesda, Maryland 20814

RECORD FEE 18.00
 STATE 50
 7-1-84 11:21
 11-30-84

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of Two Hundred Forty-Seven Thousand, Eight Hundred Fifty Dollars (\$247,850.00) from Montgomery Investment Group IX, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to William E. Thompson and Mary C. Martin, as Trustees, conveying certain land and premises located in Montgomery County, Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry,

185

1984 DEC -4 PM 3:27
 E. AUDREY COLLISON
 CLERK

incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of the Debtor if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds are covered by this Security Agreement and Financing Statement.

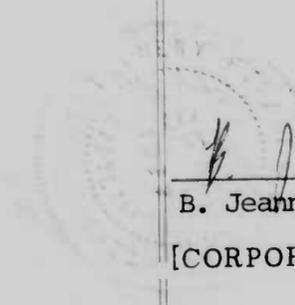
6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

ATTEST:

DEBTOR:

MONTGOMERY INVESTMENT GROUP IX,
a Maryland limited partnership

By: MONTGOMERY FINANCIAL CORP.,
General Partner


B. Jeanne Cotton
B. Jeanne Cotton, Secretary

By: Richard R. Cotton
Richard R. Cotton, President

[CORPORATE SEAL]

BOOK - 480 PAGE 201

ATTEST:

SECURED PARTY:

MONTGOMERY MORTGAGE, INC.,
a Maryland corporation


B. Jeanne Cotton
B. Jeanne Cotton, President

By: Richard R. Cotton
Richard R. Cotton, President

[CORPORATE SEAL]

TO THE FILING OFFICER: After this Security Agreement and Financing Statement has been recorded, please return the same to:

Linowes and Blocher
8720 Georgia Avenue, Fifth Floor
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Richard M. Zeidman

Mailed to: _____

BOOK - 480 PAGE 202

Lots numbered Two Hundred Thirty-three (233) through Two Hundred Thirty-six (236), both inclusive, as shown on a subdivision known as Plat 4, Phase 2-B CHESTERFIELD, recorded as Plat 4822 in Plat Book 92 at Plat 47, among the Land Records of Anne Arundel County, Maryland.

Lot 233 - 8101 Chesterbrook Court

Lot 234 - 8103 Chesterbrook Court

Lot 235 - 8105 Chesterbrook Court

Lot 236 - 8107 Chesterbrook Court

Exhibit "A"

(Property Description)

2

BOOK - 480 PAGE 203

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

ASSIGNMENT OF SECURITY INTEREST

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No. ....	.....
Date &	.....
Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing

Record Reference

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

MONTGOMERY MORTGAGE, INC. 4837 Del Ray Avenue, Bethesda, MD 20814

Name of Secured Party or assignee

No.

Street

City

State

FIRST AMERICAN BANK OF MARYLAND, 8701 Georgia Avenue, Silver Spring, MD 20910

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

The Financing Statement to which this Assignment relates is entitled SECURITY AGREEMENT AND FINANCING STATEMENT dated November 30, 1984 and recorded immediately prior hereto in which the Debtor is named as MONTGOMERY INVESTMENT GROUP IX, a Maryland Limited Partnership, and the Secured Party therein is MONTGOMERY MORTGAGE, INC.

480-199

RECORD FEE 10.00
POSTAGE .50
#76323 0237 002 715421
DEC 4 84

Debtor(s) or assignor(s)

MONTGOMERY MORTGAGE, INC.

FIRST AMERICAN BANK OF / (Seal)
MARYLAND

By

Richard R. Cotton
Richard R. Cotton, Pres.

By

Loren C. Geisler
Signature of Secured Party or Assignee

Loren C. Geisler

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Senior Corporate Banking Officer

1050

Arthur H. Blitz, Esquire
7315 Wisconsin Avenue, Suite 400 North
Bethesda, Maryland 20814
(301) 652-6808
Mailed to:

RETURN TO:

1984 DEC -4 PM 3:27

E. ADAMSON COLLISON

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 BOOK - 480 PAGE 201 ^{30/63 R} _{Identifying File No.}

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated OCTOBER 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

251806

1. DEBTOR

Name LAURETTA H BONFIGLIO
 Address 109 W SEVERN BRIDGE RD, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name HERVEST FINANCIAL LEASING INC
 Address 2020 D WEST STREET
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave Oven, 1 Refrigerator, 1 Freezer, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
 POSTAGE .50
 ANNAPOLIS 21401 RD1 214148
 DEC 4 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Lauretta H Bonfiglio
 (Signature of Debtor)

LAURETTA H BONFIGLIO
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn F. Foicht
 (Signature of Secured Party)

GLENN F FOICHT

 Type or Print Above Signature on Above Line

RECEIVED FOR REGISTRY

1984 DEC -4 PM 3:39

KPI AUDRETT COLLISON
 CLERK

11.00
 .50

29/34

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 205

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated OCT 28 20, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

254807

1. DEBTOR

Name PAUL B RECTOR
Address 1730 UNDERWOOD RD, GARRILLIS, MD, 21054

2. SECURED PARTY

Name HERVEST FINANCIAL LEASING INC
Address 2020 B WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

3 Televisions, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave Oven, 1 Refrigerator, 1 Freezer, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
POSTAGE .50
NOV 27 1040 AM 11:47
DEC 4 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

Paul B Rector
(Signature of Debtor)
PAUL B RECTOR

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F Foehl
(Signature of Secured Party)
GLENN F FOEHL

Type or Print Above Signature on Above Line

RECEIVED FILED
STATE OF MARYLAND
1984 DEC -4 PM 3:39
E. AUBREY COLLISON
CLERK

11/30

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 206
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated NOVEMBER 23, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 251803

1. DEBTOR

Name WARREN R DUERENE SR

Address 1011 WATERBURY HEIGHTS DR, GREENSVILLE, MD, 21032

2. SECURED PARTY

Name HERVEST FINANCIAL LEASING INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Television, 1 Washer, 1 Dryer, 1 Refrigerator, 1 Freezer, 1 Stove,
1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set,
1 Dining Room Set

RECORD FEE 11.00
MISTAKE .50
206239 0440 AM 11:44:49
DEC 4 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Warren R Duerene
(Signature of Debtor)

WARREN R DUERENE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

STATE OF MARYLAND
SHERIFF'S OFFICE
ANNAPOLIS

1984 DEC -4 PM 3:39

EMERGENCY COLLISION
CLEAN

KP

11.00
11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 207
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated NOVEMBER 6, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

254800

1. DEBTOR

Name FERDINAND ROJAS RODRIGUEZ

Address 514 PRINCE CHARLES AVE, GAITHERSBURG, MD, 21113

2. SECURED PARTY

Name INDIRECT FINANCIAL LEASING INC

Address 2020 D WEST STREET

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Stereo, 1 General Electric Washer, 1 Dryer,
1 Dishwasher, 1 Refrigerator, 1 Stove, 1 Vacuum Cleaner, 1 Living Room
Set, 1 Dining Room Set, & 2 Bedroom Sets

RECORD FEE 11.00
POSTAGE .50
#06249 1040 801 114150
DEC 4 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ferdinand Rojas Rodriguez
(Signature of Debtor)

FERDINAND ROJAS RODRIGUEZ
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Gail M. Down
(Signature of Secured Party)

GAIL M. DOWN

Type or Print Above Signature on Above Line

RECEIVED FOR FILING
ANNAPOLIS, MARYLAND
1984 DEC -4 PM 3:39
KIP E. AUBREY COLLISON
CLERK

11/20/84

16/03 R

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 208
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated NOVEMBER 16, 1994 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

254810

Name JAMES E. CHANEY AND SHARON H. CHANEY
Address 423 BLOSSOM TREE DR, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 Televisions, 1 Stereo, 1 Washer, 1 Dryer, 1 Microwave Oven, 1 Stove,
2 Refrigerators, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Dining Room Set,
2 Living Room Set, 3 Bedroom Set

RECORD FEE 12.00
POSTAGE .50
NOV 20 1994 11:45 AM
DEC 4 1994

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

1994 DEC -4 PM 3:39
AUBREY COLLISON
CLERK

James E Chaney
(Signature of Debtor)

Type or Print Above Name on Above Line

Sharon Chaney
(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Foubt
(Signature of Secured Party)

Type or Print Above Signature on Above Line

12/01/94

10/77

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 209
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 10/10/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

254811

1. DEBTOR

Name T. J. JOHNSON AND AVRIL JOHNSON
Address 1407 CATYLN PLACE, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name HERVEST FINANCIAL LEASING INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Refrigerator, 1 Freezer,
- 1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set,
- 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE .50
#04252 6040 R01 114454
DEC 4 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

AVRIL JOHNSON
Type or Print Above Name on Above Line

(Signature of Debtor)

T J JOHNSON
Type or Print Above Signature on Above Line

(Signature of Secured Party)

DOUGLAS M SMITH
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
FACULTY COLLEGE & UNIVERSITY

1984 DEC -4 PH 3:39

E. AUBREY COLLISON
CLERK

12.50

STATE OF MARYLAND

BOOK - 480 PAGE 210

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated NOVEMBER 2, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

251512

Name RAYMOND B. QUINN AND DONNA L. QUINN

Address 277 RIVERDALE RD, SEVERNA PARK, MD, 21145

2. SECURED PARTY

Name WYVEST FINANCIAL LEASING INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave Oven,
- 1 Refrigerator, 1 Freezer, 1 Stove, 1 Sewing Machine, 2 Vacuum Cleaner,
- 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORDING FEE 12.00
 POSTAGE .50
 40423 0040 R01 T1455
 DEC 4 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Raymond B. Quinn
(Signature of Debtor)

Raymond B. Quinn
Type or Print Above Name on Above Line

Donna L. Quinn
(Signature of Debtor)

Donna L. Quinn
Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn T. Foote
(Signature of Secured Party)

GLENN T. FOOTE
Type or Print Above Signature on Above Line

1984 DEC -4 PH 3:39
 AUBREY COLLISON
 CLERK

12.50

480-211

No. NOT USED

12-4-84

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11-14-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Muchnick, Inc. dba Muchnick's Foodliner
Address 41 Baltimore & Annapolis Blvd., Severna Park, MD 21146

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

RECORDED FEE 12.00
INDEXED FEE 1.00
NOV 18 1984
DEC 4 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) 1860 scale
- One (1) 18VP variable printer
- One (1) hand wrap station

Circuit Clerk of Superior Court, Annapolis

TF 670295

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Muchnick, Inc. dba Muchnick's Foodliner

Alice J. Grigsby
(Signature of Debtor)

A.J. Grigsby, Attorney in Fact

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

W.J. Friberg
W.J. Friberg
Type or Print Above Signature on Above Line

Mailed to Secured Party

12⁰⁰/₁₈

1984 DEC -4 PM 3:40
E. AUBREY COLLISON
CLERK

KP

FINANCING STATEMENT BOOK - 480 PAGE 213 FORM UCC-1 Identifying File No. 254815

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11-14-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vizzini's Italian Carry Out, Inc.
Address 12-A Aquahart Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

REGISTRATION FEE 11.00
#0-364 0040 801 115418
DEC 4 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) M802 used mixer with bowl, dough hook, bowl truck, shredder plate, and single beam.

Circuit Clerk of Superior Court, Annapolis

1984 DEC -4 PM 3:41
E. AUBREY COLLISON
CLERK

TF 670127
CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Vizzini's Italian Carry Out, Inc.

Alice J. Grigsby
(Signature of Debtor)

A.J. Grigsby, Attorney in fact
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

HOBART CORPORATION
(Signature of Secured Party)

W.J. Friberg W.J. Friberg
Type or Print Above Signature on Above Line

BOOK - 480 PAGE 214



RECORDED
INDEXED
1984 DEC -4 PM 4:13
E. J. COLLISON
FILING OFFICE

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) FOREST RIVA ASSOCIATES 4351 Garden City Drive, Suite 300 Landover, Maryland 20785	2 Secured Party(ies) and address(es) CIRCLE ACCEPTANCE CORP. 20 East 91st Street, Suite 200 Indianapolis, Indiana 46240 CAC-2028306-1	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 20785 1237 PM 11:09 DEC 12 84

4 This financing statement covers the following types (or items) of property:

LOCATION: Claiborne Place - 130 Hearne Road - Annapolis, Maryland

FURNITURE, FURNISHINGS and DRAPERIES - SEE ATTACHED SCHEDULE "A"

Total Indebtedness: \$22,431.60
TAX EXEMPT FOR RECORDATION TAX

ASSIGNEE OF SECURED PARTY

LEASE-PURCHASE

*Lessee is not authorized to dispose of the leased equipment.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Office of the Circuit Court - Anne Arundel County - Annapolis, Maryland

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party has paid in full the debt secured by this financing statement bearing the file number shown above.

Date: September 11, 1984

CIRCLE ACCEPTANCE CORP.
CIRCLE ACCEPTANCE CORP.
By: [Signature]
(Signature of Secured Party or Assignee of Record.
Not Valid Until Signed.)

(3) FILING OFFICER COPY - ACKNOWLEDGMENT

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment

1000
50

441 - page 53

Mailed to Secured Party

BOOK - 480 PAGE 215

254817

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Aero-Tec, Inc.
95 Aquahart Road
Glen Burnie, Md. 21061
Anne Arundel County

Suburban Bank
6610 Rockledge Dr.
Bethesda, Md. 20817

4 This financing statement covers the following types (or items) of property:

All Accounts Receivable now owned and hereafter acquired wherever located as more fully defined in attached Schedule A.

ASSIGNEE OF SECURED PARTY

RECORDED
INDEXED
1745 401 11:45
DEC 5 1984

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

Aero-Tec, Inc.

Suburban Bank

By:

JAMES C. DAVIS, V.P.

Signature(s) of Debtor(s)

By:

David H. Nelson, A.B.L. Loan Officer

Signature(s) of Secured Party(ies)

1 Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK COURT, ANNE ARUNDEL COUNTY

1984 DEC -5 AM 10:26

E. AUBREY COLLISON
CLERK

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the debtor; all other obligations or indebtedness owed to debtor from whatever source arising; all rights of debtor to receive any Payment in money or kind; all Inventory, raw materials, goods held for sale, lease or on consignment, packaging materials; all proceeds and products of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all of the debtor's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; all guarantees or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all books of account and documents related thereto; copyrights, trademarks, trade names, good will, trade secrets and patents now owned or hereafter acquired by the debtor; all customer lists and other documents containing the names, addresses and other information regarding the debtor's customers, subscribers or those to whom the debtor provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software or any or all of the above-mentioned items.

Proceeds and products of all of the above are also covered by this Financing Statement as are any or all of the above now owned or hereafter acquired by the debtor.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the debtor.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First and Address(es))	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. - Filing Office	
WILSON, WILLIAM G WILSON, MARIA WAYSONS MHP Lot # 42 LOT 42 WAYSONS MHP LOTHIAN, MD 20711	JOY REAL ESTATE 6500 OLD BRANCH AVE, ST. 201 TEMPLE HILLS, MD 20784	RECORDING FEE 12.00 POSTAGE .50 ATTORNEY'S FEE 102.10 DEC 5 84	

5. This Financing Statement covers the following types (or items) of property: 1981 Schult, , 14 X 60, 2 BR To include all furniture ^{w/fix} fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract.	6. Assignee(s) of Secured Party and Address(es) Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150
8. Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. * (Describe Real Estate in Item 8.)
9. Name of a Record Owner	

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input checked="" type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
By <u>WILLIAM G WILSON S.S. # 219-28-7622</u>			By <u>Green Tree Acceptance, Inc.</u>		
By <u>MARIA WILSON S.S. # 212-58-3469</u>			By <u>Isabel Manfredi</u>		
Signature(s) of Debtor(s)			Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)		

3/83 STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

1984 DEC -5 AM 10:58
E. ADRIAN COLLISON
CLERK

12.00
12.50

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 245046

RECORDED IN LIBER 456 FOLIO 113 ON November 16, 1984 (DATE)

1. DEBTOR: Name Nancy M & Robert Hurst
 Address 3087 Riva Road Riva Md

2. SECURED PARTY: Name Commercial Credit S & L
 Address 612 Ritchie Hwy Severna Park Md 21146

Person and Address To Whom Statement is To Be Returned If Different From Above.

<p>A. CONTINUATION..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE..... <input type="checkbox"/> FULL RELEASE..... <input type="checkbox"/></p>	<p>C. TERMINATION..... <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER..... <input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>
<p> </p>		

1984 DEC -5 AM 10:58
 CHECK FORM OF STATEMENT
 E. ANDREWS & COLLISON
 CLERK

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____
 Address _____

RECORDING FEE 10.00
 POSTAGE .50
 #76383 0237 102 110:55
 DEC 5 84

Mailed to Secured Party

Dated 11-16-84

B C Johnston
 (Signature of Secured Party)

B C Johnston
 Type or Print Above Name on Above Line

10.00 / .50

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240464
RECORDED IN LIBER 444 FOLIO 27 ON 17 November 81 (DATE)

1. DEBTOR

Name Pearson, Paul M.
Address The Maryland Inn Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 4949
Syracuse, NY 13221
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1981 DEC - 5 AM 10:58
E. ANDREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
#74384 0237 102 110:56
DEC 5 84

KP

Dated 30 November 1984

John Deere Company
[Signature]
(Signature of Secured Party)
R. W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

Mailed to Secured Party

1006
50

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
5638 RITCHIE HIGHWAY
BALTIMORE, MD. 21225

BOOK - 480 PAGE 220

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... 11/29 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 227667 in Office of W. Garrett Larkins, Jr. (Filing Officer) AA (County and State)

LIBER 413 PAGE 501
Debtor or Debtors (name and Address):
RAYMOND A + SHIRLEY A. KNOTT
909 MEADOWBROOK ROAD
GREENBUSH, MD. 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
5638 Secured Party Highway
BALTIMORE, MD. 21225
By Its Branch Office Manager

1000

64428-2

RECEIVED FOR RECORD
BALTIMORE COUNTY
1984 DEC -5 AM 11:05
E. ANDREY COLLISON
CLERK

KP

RECORD FEE 10.00
POSTAGE 50
BALTIMORE COUNTY 1000000000
DEC 5 1984

Mailed to Secured Party

FINANCING STATEMENT FORM UC 31

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated November 16, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LITTMANN, Paul B, Jr., BOONE, James P. & NYE, Wendell S.

Address 1017 N. Calvert Street, Baltimore, MD 21202

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 Second Street

Annapolis, MD 21403

Person And Address To Whom Statement is To Be Returned if Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1979 32' Endeavour fiberglass hull #ENC323890179
1979 20 HP Yanmar diesel engine

ASSIGNEE

Home anchorage/winter Annapolis, MD

SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield CT 06109

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Paul B. Littmann, Jr.
(Signature of Debtor)

Paul B. Littmann, Jr.
Type or Print Above Name on Above Line

James P. Boone
(Signature of Debtor)

James P. Boone
Type or Print Above Signature on Above Line

(Signature of Debtor)

Wendell S. Nye
Wendell S. Nye

Type or Print Above Name on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

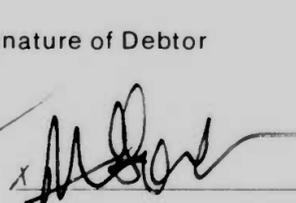
1300
50

Anne Arnold

11 27-84

1984 DEC -5 AM 11:05
E. ANNEEY COLLISCH
CLERK

RECORDING FEE 13.00
POSTAGE 50
TOTAL COST 13.50
DEC 5 84

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
Maturity date, if any	
1. Debtor(s) Name Milton Gordon	2. Debtor(s) Complete Address P.O. Box 838 Severna Park, MD 21146
3. & 4. Secured Party and Complete Address Peoples Leasing Co., Inc. 7960-1C Old Georgetown Road Bethesda, Maryland 20814	5. & 6. Assignee of Secured Party and Complete Address Arnold P. Cornblatt 7960-1C Old Georgetown Road Bethesda, Maryland 20814
7. This financing statement covers the following types (or items) of Property: 1 - Dodge, B-300 Station Wagon, ID# B36KTAX136248, 1980 1 - Dodge, B-300 Station Wagon, ID# B36KTAX121485, 1980	
8 a. (x) Proceeds are also covered 8 b. (X) Products of collateral are also covered	No. of add'l sheets presented ()
Filed with Circuit Court Clerk of _____ County; Other _____	
9. Transaction is (), is not (X) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ 14,400.00	
10. This statement to be returned after recordation to Secured Party above.	
Signature of Secured Party By 	Signature of Debtor By 
By _____	By _____

1980 DEC -5 AM 11:05
 STATE OF MARYLAND
 CLERK OF THE CIRCUIT COURT

RECORD FEE 11.00
 POSTAGE .50
 #74390 1237 112 111:00
 DEC 5 84

Mailed to Secured Party

11.00
 .50

FINANCING STATEMENT FORM UC 31

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 11-21-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James J. Crawley, Jr. & Pamela M. Crawley

Address 7023 Heathfield Rd., Baltimore, MD 21212

2. SECURED PARTY

Name First Commercial Corp.

Address 303 2nd St. Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1969 42' Grand Banks Trawler wood hull #532281 O.N.
1974 130 HP each General Motors diesel engines #4D0096866 & #4D0099048

Home anchorage/ winter - Pasadena, MD

NOT SUBJECT TO STATE DOCUMENTARY STAMP

Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James J. Crawley, Jr.
(Signature of Debtor)

James J. Crawley, Jr.
Type or Print Above Name on Above Line

Pamela M. Crawley
(Signature of Debtor)

Pamela M. Crawley
Type or Print Above Signature on Above Line

Cynthia Lewis
(Signature of Secured Party)

First Commercial Corp.
Type or Print Above Signature on Above Line

Mailed to Secured Party

12⁰⁰/₅₀
Anne Arundel Co
11 28 84

1984 DEC -5 11:28
CLAUDE COLLISON
CLERK

BOOK - 480 PAGE 224

254828

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rehab Computer, Incorporated
RGI, Incorporated
Address 5203 Leesburg Pike, Falls Church, Virginia 22041

2. SECURED PARTY

Name Computer Leasing Associates
Address 5203 Leesburg Pike, Falls Church, Virginia 22041
Credit Alliance Corporation and/or Leasing Corporation, P. O. Box 1680
Person And Address To Whom Statement Is To Be Returned If Different From Above Glen Burnie, MD 21061

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY
Credit Alliance Corporation
and/or Leasing Service Corporation
P. O. Box 1680, 500 DiGiulian
Glen Burnie, Maryland 21061

Equipment Location: SAB 3, Gate House 10, Fort George G. Meade, MD 20755

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RGI, Incorporated

By: [Signature]
(Signature of Debtor)
Rehab Computer, Incorporated
Richard S. Quigg, President
Type or Print Above Name on Above Line

By: [Signature]
(Signature of Debtor)
Richard S. Quigg, President
Type or Print Above Signature on Above Line

Computer Leasing Associated

[Signature]
(Signature of Secured Party)
Richard S. Quigg, President
Type or Print Above Signature on Above Line

RECORDING FEE 34.00
NOTARIAL FEE .50
DEC 5 1984

34.50

1984 DEC -5 AM 11:54
E. ANDREY COLLISON
CLERK

ASSIGNMENT

BOOK - 480 PAGE 225

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated November 7, 1984, between Computer Leasing Associates as Seller/Lessor/Mortgagee, and RGI, Incorporated, 5203 Leesburg Pike, Falls Church, Virginia 22041

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmaturred instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 177,287.76
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7th day of November, 1984

Computer Leasing Associates (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CALS

EQUIPMENT LEASE AGREEMENT

LESSOR: Computer Leasing Associates 5203 Leesburg Pike Falls Church, Virginia 22041
LESSEE: RGI, Incorporated 5203 Leesburg Pike Falls Church, Virginia 22041

On the 7th day of November, 19 84, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):
Seven (7) Model 3800 Cleaner/Evaluators, S/N's 4552, 4553, 4554, 4555, 4556, 4557 and 4558.
Two (2) Model 2650 Cleaner/Evaluators, S/N's 4552, 4553, 4554, 4555, 4556, 4557 and 4558.

TOTAL RENT 480 PAGE 226 \$ 177,287.76
ADVANCE RENT Paid Herewith \$ 4,924.66
BALANCE OF RENT \$ 172,363.10
No Purchase Option Available hereunder -0-
No Renewal Option Available hereunder -0-
Equipment to be located at: 5203 Leesburg Pike Falls Church, VA. 22041
Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment, and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Lessor") and upon such assignment, Lessee agrees not to assert against the Lessor and any subsequent Assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the original lessor who has executed this lease agreement and/or any subsequent Lessor, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Credit Alliance Corporation or Leasing Service Corporation (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 8th day of December, 19 84, and continuing on the same date of each month thereafter until paid;

the first 34 installments shall each be in the amount of \$ 4,924.66, plus any applicable sales tax, and the final installment shall be in the amount of \$ 4,924.66, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. The term of this lease shall commence upon the acceptance hereof by lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the terms of Equipment so paid for. The proceeds of any insurance payable as result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage of any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever is greater, and shall carry public liability insurance, both personal injury and property damage, covering Equipment. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by the expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all cost, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Computer Leasing Associates (SEAL) (Print Name of LESSOR Here)

By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)

Attest: Secretary
Witness:

RGI, Incorporated (SEAL) (Print Name of LESSEE Here)

By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)

Attest: Secretary
Witness:

This instrument was prepared by

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

cared for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management operations, ownership of its stock or control, or becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and attorney's fees and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same at and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full). Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon or relating to the subject matter hereof. Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance plus reasonable attorney's fees which are hereby agreed to be no less than 20% of any amount sought, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named and said person, individually, together with the party named shall be jointly and severally liable for the balance of rent hereunder. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option, if Lessee is not in default hereunder, to purchase Equipment as a whole but not in part, as-is, where-is, at the end of the original or any renewal term hereof, upon giving at least 60 days' prior written notice to Lessor, and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

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GUARANTORS SIGN HERE:

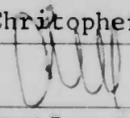
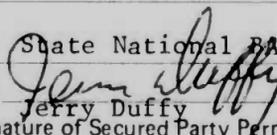
The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease.

_____, (L.S.) _____ (L.S.)
 (Guarantor) (Guarantor)

_____, (L.S.) _____ (L.S.)
 (Guarantor) (Guarantor)

INSTRUCTIONS FOR THE USE OF THIS FORM:

- Subject to local requirements, **DO NOT USE THIS FORM**, unless prior clearance is obtained from **CREDIT ALLIANCE CORPORATION** or **LEASING SERVICE CORPORATION**:
 - For **MOTOR VEHICLES** and **NON-COMMERCIAL GOODS**.
 - In **HAWAII, LOUISIANA, MONTANA, NEBRASKA, NORTH DAKOTA, OHIO, PUERTO RICO, RHODE ISLAND, TENNESSEE** and **VIRGINIA**.
 - In **CONNECTICUT**, if cost of goods is under **\$6,000.01**; in **MARYLAND**, if cost of goods is under **\$5,000.01**; in **MISSOURI**, if cost of goods is under **\$7,500.01**.
- All **BLANKS** must be filled in **BEFORE** the parties sign. Type or print legibly the names of all persons signing beneath their signatures. If equipment is to be affixed to realty, complete the **WAIVER** by Landlord and Mortgagee (obtain form from Credit Alliance Corporation or Leasing Service Corporation). When executing, if Corporation, an Authorized Officer should sign, stating his Title and attach Corporate Seal. If Partnership, first sign Firm Name and have Partners sign.
- In view of technical local requirements, neither **CREDIT ALLIANCE CORPORATION** nor **LEASING SERVICE CORPORATION** can be responsible for the correctness or adequacy of this form, methods of execution, enforceability of covenants and remedies, filing requirements, etc. Local counsel should be consulted.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Christopher Hill 200 Hospital Driver Suite 113 Glen Burnie, Md. 21061	(2) Secured Party(ies) (Name(s) And Address(es): State National Bank of Md. Rt 3 P.O. Box 300 Millersville, Md. 21108	For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. Savin 5030 Copier, Document Feeder, Auto Document feeder, 10 Bin Sorter 520 Cpu Dual Floppy Disk Drive, Standard Keyboard, Sheet feeder, User software S/N 2033566		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) Christopher Hill	Secured Party(ies) [or Assignees] State National Bank of Maryland	
(By)  Standard Form Approved by N.C. Sec. of State and other states shown above.	(By)  Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
(1) Filing Officer Copy - Numerical	UCC-1	

RECORDED
 11.00
 11/11/84
 DEC 5 84

1904 DEC -5 AM 11:54
 COLLISON


Mailed to Secured Party
 11/06

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

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Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

204833

1. DEBTOR

Name Superior Transfer Inc.
Address 56 Pebble Drive, Baltimore, MD 21225

2. SECURED PARTY

Name Sears Truck Tire Sales & Service Centers
Address 500 Sargent Drive - Box 9435
New Haven, CT 06534-0435

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the following describes property of Debtor, whether now in existence or hereafter created or acquired and wheresoever situated: (a) All truck tires, passenger tires, tire tubes and related products at any time sold by S & A to Debtor or bearing the "Sears" label; (b) All automobile batteries, truck batteries or marine batteries at any time sold by S & A to Debtor or bearing the "Diehard" label; and (c) All cash and non-cash proceeds of the foregoing items, including without limitation insurance proceeds.

RECORD FEE 11.00
FILE FEE .50
EXACT DUES 112.12
DEC 5 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Superior Transfer Inc.
Robert Hunt

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

S&A Truck Tire Sales & Service
Trevor Brown

(Signature of Secured Party)

Trevor Brown

Type or Print Above Signature on Above Line

1100
SD

254829

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This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): Nevamar Corporation 8339 Telegraph Road Odenton, Maryland 21113		2. Secured Party(ies) Address(es) And Name(s): Maryland Clarklift Co., Div. The Space Maker Group, Inc. 3310 Childs Street Baltimore, Maryland 21226		3. Maturity Date (Optional):
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)		4. For Filing Officer: Date, Time, File No., Filing Office:		
1 1984 Clark C500S100 Forklift S/N 685-12-5690 84/162" Triple Stage Upright 49" Carriage 96" Pallet Forks		5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107		
DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.		
		Filing Office of _____ County/City		

8. Signatures:

By [Signature] Debtor(s) [or Assignor(2)]

By [Signature] Secured Party(ies) [or Assignee(s)]

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

Mailed to Secured Party 11/20

RECEIVED IN RECORD
CLERK COUNTY

1984 DEC -5 PM 1:30

E. AUBREY COLLISON
CLERK

TO BE RECORDED AMONG THE LAND RECORDS
FINANCING STATEMENT

1. To be recorded in the Land Records.
2. To be recorded among the Financing Statement Records.
3. Not subject to Recordation Tax. This is a purchase money transaction.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

RECORD FEE 11.00
POSTAGE .50
203-65 1345 801 T13154
DEC 5 84

5. Debtor(s) Name(s) Address(es)
Sanchos, Inc. 302 Holland Road, Severna Park, Maryland 21146
and
Chesapeake Square Shopping Center, Gov. Ritchie Highway & Rt. 710
Glen Burnie, MD 21061

6. Secured Party Address
Equitable Bank, National Association 100 S. Charles Street
Attention: Barbara A. Wykowski Baltimore, MD 21201
(Type name & title)
Corporate Banking Officer

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: Chesapeake Associates, A Georgia General Partnership

Debtors Sanchos, Inc.
By: Timothy G. Gaither (Seal) By: James A. Elling (Seal)
Timothy G. Gaither, President James A. Elling, Vice President

(Seal) (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 5TH FL.
BALTIMORE, MARYLAND 21201

Mailed to Secured Party

E. ADRIAN COLLISON
CLERK

1984 DEC -5 PM 1:59

11.50

SCHEDULE A

BOOK - 480 PAGE 232

This Schedule A is attached to and made a part of a Financing Statement to The Equitable Bank, National Association, a National Banking Corporation from Sanchos, Inc.

The real estate and buildings located at Governor Richie Highway & Route 710, Glen Burnie, Maryland as described in a deed to Chesapeake Associates, A Georgia General Partnership dated February 1, 1984 from E. M. Loew's Theatres Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber FAC 3691 Folio 224.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coffee De Juan Inc. #20-126-9
Address 2111 Balwin Avenue Unit #2 Crofton, Maryland 21114

2. SECURED PARTY

Name Automatic Service Company #5315
Address 2175 Parklake Drive NE Atlanta, Georgia 30045

Same
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

Certain equipment including:

10 Buann-O-Matic VPR

Equipment located at various locations along debtor's routes together with replacements thereof. Debtor may not dispose of collateral.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Coffee De Juan Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] Mgr. Fin & Ins.
(Signature of Secured Party)
Automatic Service Company
Type or Print Above Signature on Above Line

RECORDED
1984 DEC -5 PM 2:39
E. ANDREWS COLLISON
CLERK

COPIES OF FILING STATEMENTS ARE TO BE RETURNED TO:
Automatic Vendors of America
2175 Parklake Dr., N. E.
Atlanta, Georgia 30045
Mailed to: _____

1100

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 235
Identifying File No.

RPG 1050
STAMP 1750
AP 10/13/84
30.00

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2021.96

If this statement is to be recorded in land records check here.

This financing statement Dated 11/12/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

264833

1. DEBTOR

Name ERNEST E & CAROL BEALL
Address 1918 CAMBRIDGE DRIVE CRIFTON MD 21114

2. SECURED PARTY

Name NORTWEST FINANCIAL LEASING INC
Address 300 MINTROSE AVE LAUREL MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
- 4. This financing statement covers the following types (or items) of property: (list)

3 TV Sets, 1 Stereo Entertainment Center, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Living Room Set, 3 Bedroom Sets, 1 Dining Room Set

RECORDING FEE 12.00
RECORDING TAX 17.50
POSTAGE .50
106302 0346 B01 113:18
DEC 5 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

RECEIVED BY SECURED PARTY
1984 DEC -5 PM 2:39
KIP E. AUBREY COLLISON
CLERK

Ernest E Beall
(Signature of Debtor)
ERNEST E BEALL
Type or Print Above Name on Above Line
Carol Beall
(Signature of Debtor)
CAROL BEALL
Type or Print Above Signature on Above Line

M. J. [Signature]
(Signature of Secured Party)
Type or Print Above Signature on Above Line

12.00
17.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 236
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3542.96

If this statement is to be recorded in land records check here.

This financing statement Dated 10/26/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

254834

Name Joyce R Buccino
Address 3201 Oak Hill Drive Laurel MD 20707

2. SECURED PARTY

Name NORWEST FIANNCIAL LEASING INC
Address 390 Montrose Ave Laruel MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 TV XX 1 Washer 1 Sewingmachine 1 Airconditioner
1 Living rm set 2 Bedrm sets 1 diningrm table & 6 Chairs

1984 DEC -5 PM 2:39
CLERK COLLISON

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
#0433 0345 401 11343 P
DEC 5 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Joyce R Buccino
(Signature of Debtor)
Joyce R Buccino
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Martin C. DiTrani
(Signature of Secured Party)
Martin C. DiTrani
Type or Print Above Signature on Above Line

11.00
24.50
36.00

_____ TO BE)
) BOOK - 480 PAGE 237 SUBJECT TO)
) RECORDED IN) RECORDING TAX
) LAND RECORDS) ON PRINCIPAL
) AMOUNT OF
 X NOT TO BE))
) X NOT SUBJECT TO) \$ _____
)

Purchase Money Security Interest

FINANCING STATEMENT

(Concrete Placing Services of Md., Inc.
 (Name or Names
 (708 Crain Highway, N.W., Glen Burnie, Md 21061
 (Address-Street No., City-Co. State Zip Code
 1. Debtor(s):
 (Name or Names
 (Address-Street No., City-Co. State Zip Code
 (Catherine T. Brown
 (Name or Names
 (2310 Mayfield Avenue, Baltimore, Maryland 21213
 (Address-Street No., City-Co. State Zip Code
 2. Secured Party:

3. This Financing Statement covers the following types of property: (Describe)
 (Attach separate list if necessary).
 See Schedule A attached hereto and by reference made a part hereof.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are X are not covered.

7. Products of collateral are X are not covered.

<p>DEBTOR(S):</p> <p>_____</p> <p>(Signature of Debtor)</p> <p>William J. Brown, President Type or Print Concrete Placing Services of Md., Inc.</p> <p>By: <u>William J. Brown</u>, President (Signature of Debtor)</p> <p><u>William J. Brown</u> Type or Print</p>	<p>SECURED PARTY:</p> <p><u>Catherine T. Brown</u> (Signature of Secured Party)</p> <p>Catherine T. Brown Type or Print</p> <p>_____ (Signature of Secured Party)</p> <p>_____ (Type or Print (Include title if Comp.))</p>
--	---

TO THE FILING OFFICER: After this statement has been recorded please mail the same to
 Name and Address C. M. Zacharski, Jr., Esq., 1513 Fidelity Building, Baltimore,
Maryland 21201

Mailed to: _____

1984 DEC -5 PM 2:39
 E. ADRIAN COLLISON
 CLERK

1100/50

EXHIBIT A

TO SECURITY AGREEMENT

BOOK - 480 PAGE 238

BETWEEN CONCRETE PLACING SERVICES OF MD., INC. AND CATHERINE T. BROWN

1.	1974 Ford LN8000 Serial Number R80BUC63563	6,500
2.	1974 Putzmeister Concrete Pump Serial Number 2276071292 70 Yds. Per Hr.	30,000
3.	1974 Ford LN8000	6,500
4.	1974 Fully Articulating Concrete Pump Serial Number 0518 160 Yds. Per Hr., 75' Boom Fair Working Condition	35,000
5.	1969 Brockway Model 358 Serial Number 69756	1,500
6.	1974 Putzmeister Concrete Pump Serial Number 2274060700	30,000
7.	1976 Case P104 Concrete Pump Serial Number 905240 20 Yds. Per Hr. Good Operating Condition	10,000
8.	1972 Case P336 Turbo Placer 60 Yds. Per Hr.	8,500
	Grout Portable Concrete Pump Wisconsin Engine 16 Yds. Per Hr.	1,200
9.	1975 GMC 3/4 Ton Pick Up Serial Number TCY245B517205 Fair to Poor Condition	900
10.	1971 Ford F600 Stake Body Serial Number F61DRL01441 4,000 Miles on New Engine with 300 Gal. Storage Tank	1,300
11.	1970 Chevrolet 1 Ton Stake Body Serial Number SCE3308101822 Rough Condition	450

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>BROWN'S MARYLAND MOTORS, INC.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>T/A BROWN'S TOYOTA CITY</u>	<u>Attn: Lewis R. Glassman</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>7167 Ritchie Highway</u>	<u>6704 Curtis Court</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Glen Burnie, Maryland 21061</u>	<u>Glen Burnie, Maryland 21061</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

hereafter

All motor vehicle inventory whether now owned or /acquired by Debtor including, but not limited to new or used automobiles, trucks, motorcycles or other vehicles, all contract rights relating to such inventory or any part thereof and all proceeds and products or such inventory in any form. Together with all equipment, accessories and parts now or hereafter attached to or added to said items of motor vehicle inventory or used in connection therewith, and all substitutes and replacements of said items of motor vehicle inventory, equipment, accessories, and parts.

11.00
50
NOV 13 1987
DEC 5 1984

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>BROWN'S MARYLAND MOTORS, INC.</u>	_____
<u>T/A BROWN'S TOYOTA CITY</u> (Seal)	_____ (Seal)
<u><i>Edward K. Dreiband</i></u> (Seal)	_____ (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
<u>Edward K. Dreiband, Vice President</u>	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

10

NOV 13 1987
 DEC 5 1984
 5 PM 2:40

Mailed to Secured Party

12-0
52

106150

BOOK - 480 PAGE 240

251837

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 150,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County Circuit Court.

5. Debtor(s) Name(s) Address(es)
Waugh Chapel Towing, Inc. 893 North Lane, Route #3
 Gambrills, Maryland 21054

6. Secured Party Address
 Equitable Bank, National Association
 Attention: **Teresa A. DeWitt** 100 S. Charles Street
Documentation Assistant Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors **Waugh Chapel Towing, Inc.**

By: Gary Thompson (Seal)
Gary Thompson, President

By: Marilyn A. Berry Thompson (Seal)
Marilyn A. Berry Thompson, Vice President

 (Seal)

 (Seal)

Mr. Clerk. Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (2/82)

Mailed to Secured Party

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 5TH FL.
 BALTIMORE, MARYLAND 21201

1200
 1050.00
 .50

1984 DEC -5 PM 2:41

5-MARYLAND COLLISION CLEAR

SCHEDULE A

BOOK - 480 PAGE 241

THIS SCHEDULE "A" is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, A National Banking Association and Waugh Chapel Towing, Inc., A Maryland General Corporation.

COLLATERAL

Section "F" Continued

Base Station for Four 2-Way Radios

Section "G" Continued

All right, title and interest, now owned and hereafter existing, in and to the Towing License issued by Anne Arundel County, Maryland with respect to the business premises known as Waugh Chapel Towing, Inc., and located at 893 North Lane, Route #3, Gambrills, Maryland 21054, Area #14; together with all extensions and renewals thereof, and all proceeds (both cash and non-cash) and products.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 242
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2402.92

If this statement is to be recorded in land records check here.

This financing statement Dated 4/11/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 251533

1. DEBTOR

Name JOHN & JUDY G MICKENS
Address 1130 Court Revere Odenton MD 21113

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 390 Montorse Ave laurel MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

2 TV 1 Stereo 1 Refrig 1 Stove 1 sewingmachine
1 Vacuum cleaner 1 living rm set 3 bedrm sets
1 dining rm set

RECORDING FEE 12.00
POSTAGE 1.50
251533 12:00
DEC 5 1984

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

John M. Mickens
(Signature of Debtor)
John Mickens
Type or Print Above Name on Above Line
Judy G. Mickens
(Signature of Debtor)
Judy G Mickens
Type or Print Above Signature on Above Line

Martin C. DiTrani
(Signature of Secured Party)
Martin C. DiTrani
Type or Print Above Signature on Above Line

12.00
14.00
1984 DEC -5 PM 2:41
E. AUBREY COLLISON
CLERK

BC-2573

251830

BOOK - 480 PAGE 243

TO BE RECORDED:

- Among the Financing Statement Records of Anne Arundel County, Maryland
 Among the Land Records of Baltimore County, Maryland
 Among the Financing Statement Records of Baltimore County, Maryland
 Among the Records of the State Department of Assessments and Taxation

Not Subject to Recordation Tax
Principal Amount of Obligation: \$6,063,500.00

The appropriate amount of documentary stamps, if any, are affixed to a Deed of Trust dated of even date herewith which was recorded among the Land Records of Baltimore County, Maryland.

FINANCING STATEMENT

1. Debtor: Address:
Olde Forge Limited Partnership 6600 Heritage Hill Drive
Glen Burnie, Maryland 21061
2. Secured Party:
Maryland National Bank, Trustee 10 Light Street-7th Floor
Corporate Trust Department
Baltimore, Maryland 21202
3. Maturity Date of Obligation: July 1, 2026
4. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise cooking apparatus, and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or

1984 DEC -5 PM 2:41

E. ANDREY COLLISON
CLERK

1900
50

not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to Trustees for Secured Party, and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland to secure an indebtedness owed by the Debtor to Secured Party, as Trustee for Baltimore County, Maryland under a Trust Indenture dated as of November 1, 1984, and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.

6. Proceeds of collateral are covered hereunder.

7. The real property upon which a portion of the goods may attach as fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

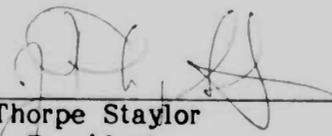
Debtor:

Secured Party:

OLDE FORGE LIMITED
PARTNERSHIP

MARYLAND NATIONAL BANK, Trustee

By:  (SEAL)
Allan J. Berman
General Partner

By:  (SEAL)
J. Thorpe Staylor
Vice President

BY:  (SEAL)
Leonard A. Shapiro
General Partner

Being the sole general partners of Debtor

Dated: November 29, 1984

MR. OR MADAM CLERK:
After recordation, please return to:

Kevin J. Kelehan, Esquire
Reese and Carney
8651 Baltimore National Pike
Ellicott City, Maryland 21043

KJK/kj/304

Mailed to: _____

Description

26.0760 Acre Parcel to be Conveyed to Olde Forge Limited Partnership, Part of "Waldmann Property", Southeast Side of Belair Road, Northeast Side of Plumer Avenue, Eleventh Election District, Baltimore County, Maryland.

Beginning for the same on the center line of Belair Road at its intersection with the northeast side of Plumer Avenue, as shown on the plat of "Waldmann Property" recorded among the Land Records of Baltimore County in Plat Book W.J.R. 27, Page 1, running thence binding on said center line of Belair Road, (1) North 44 degrees 53 minutes 30 seconds East 445.50 feet, thence three courses: (2) South 45 degrees 06 minutes 30 seconds East 220.00 feet, (3) North 44 degrees 53 minutes 30 seconds East 200.00 feet, and (4) North 45 degrees 06 minutes 30 seconds West 220.00 feet, thence binding again on said center line of Belair Road, as shown on the plat herein referred to, (5) North 44 degrees 53 minutes 30 seconds East 413.00 feet, thence binding on the northeast and southeast outline of the land shown on said plat six courses: (6) South 40 degrees 45 minutes 20 seconds East 1140.20 feet, (7) South 43 degrees 48 minutes 15 seconds West 665.03 feet, (8) South 44 degrees 33 minutes 20 seconds East 359.37 feet, (9) South 40 degrees 41 minutes 40 seconds West 33.00 feet, (10) South 11 degrees 56 minutes 10 seconds West 78.64 feet, and (11) South 44 degrees 43 minutes 00 seconds West 74.25 feet, thence binding on a part of the southwest outline of the land shown

BOOK - 480 PAGE 246

on said plat, (12) North 46 degrees 17 minutes 00 seconds West 34.00 feet, and thence running to and along the aforementioned northeast side of Plumer Avenue, (13) North 49 degrees 59 minutes 10 seconds West 1525.84 feet to the place of beginning.

Containing 26.0760 acres of land.

The within-described property contains a portion of the bed of Belair Road as shown on the survey of J. Finley Ransone & Associates dated November 5, 1984. The said bed of Belair Road lying within the above-described property will be conveyed to Baltimore County, Maryland at no cost upon the completion of improvements and the acceptance thereof by Baltimore County, Maryland. Any lender or mortgage insurer agrees to release the portion of the said property lying within the bed of Belair Road upon the completion of the said improvements and the acceptance thereof by Baltimore County, Maryland by the execution of a Deed of Release or other appropriate instrument for no consideration (other than a Trustee's fee or reasonable counsel's review fee.)

Our File No. 84044

July 26, 1984

EXHIBIT A
Page 2 of 2

BOOK - 480 PAGE 247

254810

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Smith, Joseph

Address 515 Sunset Knoll Road, Pasadena, MD 21122

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Smith, Joseph
Joseph Smith
(Signature of Debtor)

Joseph Smith
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

LKM
(Signature of Secured Party)

Larry F. Kimmel (Operations Manager)

Type or Print Above Signature on Above Line

RECORDED
INDEXED
1980 DEC -5 PM 2:42
F. MARYLAND CLERK

Mailed to Secured Party

1700-50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 9th day of November 1984 by and between

Joseph Smith, having his principal place of business at
515 Sunset Knoll Road, Pasadena, Maryland 21122

"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all ~~and singular~~, the goods, chattels and property described in the annexed Schedule A ~~and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor, all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"~~, to have and to hold the same unto Mortgagee forever PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee shall demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Joseph Smith (Seal)
Mortgagor

By *Joseph Smith owner* (Title)

Secretary

STATE OF MARYLAND }
COUNTY OF ANNE ARUNDEL } SS

Joseph Smith being duly sworn, deposes and says:

1. He is the Owner of (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____

day of _____, 19 _____

NOTARY PUBLIC

Joseph Smith owner

STATE OF _____ COUNTY OF _____ SS

I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19 _____, in (Place) _____ in said County before me personally appeared _____ to me personally well known

<p>(For Individual)</p> <p>as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p>	<p>(For Partnership)</p> <p>and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.</p>	<p>(For Corporation)</p> <p>to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.</p>
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Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

BOOK - 480 PAGE 250

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated November 9 1984 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Used 1977 Kenworth Cabover, Model K100 w/350 Cummins Engine, 13 speed transmission 411 rears	1977	K100	S/N 250491

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Joseph Smith

By: _____

By: Joseph Smith

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 251
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11-25-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

254811

1. DEBTOR

Name Robert H. McMurtrie, d/b/a MCM Home Video
Address 417 Telegraph Rd., Odenton, Md. 21113

2. SECURED PARTY

Name Schwartz Brothers, Inc., T/A SBI Video
Address 4901 Forbes Blvd., Lanham, Md. 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All items of inventory of any kind including, but not limited to phonograph records, pre-recorded tapes and cassettes, pre-recorded video tapes and video discs, blank recording tapes and cassettes, blank video tapes, pre-recorded compact discs, assorted audio accessories (including but not limited to stereo wires, plugs, batteries and record cleaners), assorted video accessories electronic and home video equipment and games, video game accessories, computers, computer software, computer accessories, computer media, peripherals, computer furniture and computer training materials manufactured by companies for which Secured Party may from time to time act as distributor and which are of the types sold by Secured Party to Debtor.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1984 DEC - 5 PM 2:42
E. ADAMS & COLLISON
CLERK

Mailed to Secured Party

RECORD FEE 12.00
FILING FEE 5.00
TOTAL 17.00
DEC 5 84

Robert H. McMurtrie
(Signature of Debtor)

Robert H. McMurtrie
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Melvin C. Davis
(Signature of Secured Party)

Melvin C. Davis, V.P. Finance/ Admin.
Type or Print Above Signature on Above Line

12.00/50

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 414 Page No. 73
Identification No. 227832 Dated Sept. 5, 1979

1. Debtor(s) Charles H. and Thelma E. Sisk
Name or Names—Print or Type
606 Everett Rd, Glen Burnie (A.A.Co.), MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
POSTAGE .50
NOV 13 1979
DEC 5 84

Dated: NOV. 25 1984
Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK COUNTY
1984 DEC -5 PM 2:42
E. AUBREY COLLISON
CLERK
BL CLERK
KP
13.50



CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 431 Page No. 195
Identification No. 235321 Dated Nov. 10, 1980

1. Debtor(s) { Earl R. and Lorraine C. Keeler
Name or Names—Print or Type
1304 Whitman Drive, Glen Burnie, (A.A.Co.), MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 13.00
POSTAGE .50
NOV 24 10 45 AM 1984
REC 5 194

Dated: NOV. 25 1984 Sears, Roebuck and Company
Name of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Signature of Secured Party
Type or Print (Include Title if Company)

Delivered to Secured Party

RECEIVED FOR RECORD
BALTIMORE, M.D. COUNTY
1984 DEC -5 PM 2:42
E. AUBREY COLLISON
CLERK

CLERK
BL

1300/50

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 455 Page No. 292
Identification No. 244768 Dated Oct. 26, 1982

1. Debtor(s) { George V. and Angela G. Hofmeister
Name or Names—Print or Type
143 Riviera Drive, Pasadena (A.A.Co.), MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
POSTAGE .50
NOV 25 1984
DEC 5 84

Dated: NOV. 25 1984
Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

BL
CLERK

RECEIVED
1984 DEC -5 PH 2:42
E. AUBREY COLLISON
CLERK

12.00
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CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 428 Page No. 97
Identification No. 233765 Dated Aug. 11, 1980

1. Debtor(s) { Eugene S. Belschner and Dorothy L. Belschner
Name or Names—Print or Type
171 Gambrills Rd., Severn (A.A.Co.), MD 21144
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 15.00
POSTAGE 1.50
TOTAL CHAS ROL 1980 27
10 5 84

Dated: NOV. 25 1984 Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party



RECEIVED IN RECORD
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1984 DEC -5 PM 2:42

E. AUBREY COLLISON
CLERK



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CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 475

Page No. 368

Identification No. 252927

Dated July 27, 1984

1. Debtor(s) { Jere F. and Bronis Odom
 Name or Names—Print or Type
 21 Leymar Road, ~~XXXX~~Glen Burnie (A.A.Co.), MD 21061
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 15.00
 1984 NOV 25 10 00 AM
 1000

Dated: NOV. 25 1984

Sears, Roebuck and Company
 Name of Secured Party

[Signature]
 Signature of Secured Party
 J.D. Althouse-Credit Central Oper. Mgr.
 Type or Print (Include Title if Company)

Mailed to Secured Party

BL
 CLERK

RECEIVED BY RECORDS
 CLERK

1984 DEC -5 PM 2:42

E. AUBREY COLLISON
 CLERK

13⁰⁰/₅₀
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CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 422 Page No. 45
Identification No. 231047 Dated Feb. 7, 1980

1. Debtor(s) { Oris and Constance R. Giroir
Name or Names—Print or Type
318 lazywood Court, Millersville (A.A.Co.), MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 15.00
POSTAGE 1.50
NOV 25 1984 101 114:08
REC 5 84

Dated: NOV. 25 1984
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

1984 DEC -5 PM 2:42
E. AUGUSTY COLLISON
CLERK

BL CLERK
KD

13.00 / 1.50

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 426 Page No. 475
Identification No. 233155 Dated June 26, 1980

1. Debtor(s) { Clarence H. and J. K. Leibenguth
Name or Names—Print or Type
421 Severnside Dr., Severna Pk., (A.A.Co.), MD 21146
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
POSTAGE 50
NOV 27 1980 101 74220
NO 5 84

Dated: NOV. 25 1984
Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

1984 DEC -5 PM 2:43
E. AUBREY COLLISON
CLERK
BL CLERK
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1300
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BOOK - 480 PAGE 259 ✓

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 413 Page No. 395
Identification No. 227572 Dated Aug. 23, 1979

1. Debtor(s) { Donald L. And Maria E. Roe
Name or Names—Print or Type
1009 6th Street, Glen Burnie, (A.A.Co.), MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 16.00
POSTAGE 50
BALTIMORE COUNTY
DEC 5 1984

NOV. 25 1984

Dated: _____ Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)



Mailed to Secured Party

RECEIVED THE RECORDS
BALTIMORE COUNTY, A.A. COUNTY

1984 DEC -5 PM 2:43

E. ADOLPH COLLISON
CLERK

13.00
50



CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 414

Page No. 72

Identification No. 227831

Dated September 5, 1979

1. Debtor(s) { Donald J. Smith
Name or Names—Print or Type
Lot 45 244 Hereford Ct. Millersville (A.R.Co.), MD21108
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORDS FEE 12.00
POSTAGE .50
NOV 25 1984
DEC 5 '84

Dated: NOV. 25 1984

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

RECEIVED IN RECORDS
1984 DEC -5 PM 2:43
E. AUBREY COLLISON
CLERK

BL
CLERK

12.00
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BOOK - 480 PAGE 261 ✓

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 415 Page No. 542
Identification No. 228672 Dated October 9, 1979

1. Debtor(s) { Fulton Stone Sr a
Name or Names—Print or Type
112 N. Orchard Rd., Linthicum (A.A.Co.), MD 21090
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 12.00
POSTAGE .50
TOTAL 12.50
DEC 5 84

Dated: NOV. 25 1984
Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

1984 DEC -5 PM 2:43
E ALTHEUSE COLLISON
CLERK

BL
CLERK
KP

12.50

CROSS INDEXED IN LAND RECORDS
 UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 444 Page No. 205
 Identification No. 240570 Dated Nov. 23, 1981

1. Debtor(s) { David M Barnes
 Name or Names—Print or Type
8095 Phirne Rd., Glen Burnie, (A.A.Co.), MD 21061
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECEIVED BY MAIL
 NOV 25 1981
 10:30 AM
 240570

RECORD FEE 12.00
 POSTAGE .50
 806393 0345 01 114432
 DEC 5 84

Dated: NOV. 25 1981 Sears, Roebuck and Company
 Name of Secured Party
 Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
 Type or Print (Include Title if Company)

Mailed to Secured Party

RECEIVED BY MAIL
 1981 DEC -5 PH 2:43
 E. ANDREY COLLISON
 CLERK

BL
 CLERK

1200
 12/50

Account Number
1676040083

BOOK - 480 PAGE 263

TERMINATION STATEMENT

RECORD: Liber 424 Folio 236 File No. 232093

Record in Land Records

DEBTOR Shore Acres Inn, Inc. W. L. Hodges, Pres
(Name or Names)

1013 Shore Acres Road, Arnold, Maryland 21012 (A.A. Co.)
(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
P.O. Box 1391
Baltimore, Maryland 21203

RECORDED FEE 10.00
POSTAGE .50
474-634 (237) NOV 7 1984
DEC 5 84

The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

The filing officer is authorized to note the termination of that security interest in the above referred to index, and to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

ATTEST:

THE CARROLLTON BANK OF BALTIMORE

Rita Guertler
R.G.

BY: J.O. Bromwell
J.O. Bromwell, Assistant Cashier

Dated Nov. 8, 1984, 19

77-078

Mailed to Secured Party

10/5

BOOK - 480 PAGE 264

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement ID# 249865 - Liber 467 - Page 599
Date of Filing November 16, 1983 Record Reference
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Hodges, Wilbur, t/a SHORE ACRES INN, INC.		1013 Shore Acres Road	Arnold, MD	21012

Name of Secured Party or assignee	No.	Street	City	State
Ottenheimer Equipment Co.	30	E. Padonia Rd	Timonium, MD	21093

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO: Ottenheimer Equipment Company
Mailed to: 30 E. Padonia Rd., Timonium, MD 21093

RECORD FEE 10.00
POSTAGE .50
474-435 1237 002 114:53
DEC 5 84

1984 DEC 5 PH 2:59
E. PADONIA COLLECTOR
CLERK

Debtor(s) or assignor(s)

Wilbur Hodges

Ottenheimer Equipment Co. (Seal)

(Corporate, Trade or Firm Name)

Wilbur Hodges, Pres.

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1650

Account Number
1676040322

BOOK - 480 PAGE 265

TERMINATION STATEMENT

RECORD: Liber 425 Folio 377 File No. 232684

Record in Land Records

DEBTOR SHORE ACRES INN, INC.
WILBUR L. HODGES, PRESIDENT

(Name or Names)

1013 SHORE ACRES ROAD, ARNOLD, MARYLAND 21012 A.A. CO.

(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
P.O. Box 1391
Baltimore, Maryland 21203

RECEIVED
1904 DEC -5 PH 3:00
E. M. COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
376436 0237 R02 114:53
DEC 5 94

The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

The filing officer is authorized to note the termination of that security interest in the above referred to index, and to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

ATTEST:

THE CARROLLTON BANK OF BALTIMORE

W. C. Dutton
W.C. DUTTON

BY: C. Michael Bock
C. MICHAEL BOCK, ASST. CASHIER

Dated NOVEMBER 8, 1984

77-078

Mailed to Secured Party

1050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 266
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11-6-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

254812

1. DEBTOR

Name J & J Contracting, Inc.
Address 756 Whitney Landing Drive, Crownsville, MD 21032

2. SECURED PARTY

Name Reli Financial Corp.
Address P.O. Box 797 Northbrook, IL. 60062

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All accounts, inventory, goods, equipment, vehicles and fixtures now owned or hereafter acquired including, without limitation, insurance proceeds thereto.

RECORD FEE 11.00
POSTAGE .50
NOV 15 11:47
DEC 5 84

NOT SUBJECT TO RECORDATION TAX

1984 DEC -5 PM 3:58
RECEIVED
E. ADRIAN COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

James W. Wood
JWC (Signature of Debtor)

J & J Contracting, Inc.
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

Jane Osowski
(Signature of Secured Party)

Reli Financial Corp.
Type or Print Above Signature on Above Line

11/02/84

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 267
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11-6-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

251813

1. DEBTOR

Name J & J Contracting, Inc.
Address 756 Whitney Landing Drive
Crownsville, MD. 21032

2. SECURED PARTY

Name Reli Financial Corp.
Address P.O. Box 797 Northbrook, IL 60062

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) All goods, inventory, equipment, vehicles, including, without limitation, tools, appliances, vehicles, and construction, industrial, medical, party and office machinery and equipment and substitutions, together with all accessions to the foregoing ("Leased Goods"), heretofore, now or from time to time hereafter acquired by Lessee pursuant to Master Lease No. 4399, between Lessor and Lessee, together with all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring the Leased Goods. (Lessee is not authorized to sell, transfer, or otherwise convey the foregoing Leased Goods, except for short-term subleases to Lessee's customers in Lessee's usual course of business) NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1984 DEC -5 PM 3:58
E. ANDREW COLLISON
CLERK

Mailed to Secured Party

James W. Hood
(Signature of Debtor)

J & J Contracting, Inc.
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

Irene Orlovski - Loan Administrator
(Signature of Secured Party)

Reli Financial Corp.
Type or Print Above Signature on Above Line

11/00
11/50

MARYLAND TERMINATION STATEMENT

Date November 28, 19684

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: David & Alisa Scible
1018 West St
Annapolis MD 21401

2. Secured Party and address (Type complete corporate name): Thorp Credit Inc
of Maryland, 1914 Forest Drive
Annapolis, Maryland 21401

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: _____
File #243700 Liber 452 Page 389

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

(TYPE COMPLETE CORPORATE NAME)
Thorp Credit Inc. of Maryland

By: Gregory Fuchs MANAGER

(Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1968 DEC -5 PM 3:57
E. ANNE ARK COLLISON

AP

RECORDED FEE 10.00
POSTAGE 50
RECORDED FEE 10.00
DEC 5 84

Mailed to Secured Party

10.00
50

Anne Arunder Co.

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.-FORM UCC3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244084
RECORDED IN LIBER 453 FOLIO 467 ON 09/01/82 (DATE).

1. DEBTOR

Name Ben Oaks Decorating Center, Inc
Address 721 Benfield Road, Severna Park, MD 21146

2. SECURED PARTY

Name General Electric Credit Corporation
Address P.O. Box 1096 Columbia MD 21044

P.O. Box 13337 Chesapeake, Va 23325
Person & Address to Whom Statement is to be Returned if Different from Above.

3. MATURITY DATE OF OBLIGATION (if any)

CHECK [X] FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amend</p>

Amend secured party address to read: P.O. Box 13337 Chesapeake, Va 23325

Mailed to Secured Party

DEC - 5 PM 3:58

*AMENDMENTS MUST BE SIGNED BY DEBTOR.
GENERAL ELECTRIC CREDIT CORP.

By: [Signature]
Signature of Debtor

By: [Signature]
Signature of Secured Party

Dated: _____

1000/50

FINANCING RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt
secured is:

\$200,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. DEBTOR:
1691 LIMITED PARTNERSHIP, a
Maryland Limited Partnership

ADDRESS:
P. O. Box 3405
Crofton, Maryland 21114

2. SECURED PARTY:
THE SOUTHERN PERMANENT BUILDING
ASSOCIATION OF BALTIMORE CITY

ADDRESS:
1502 Riverside Avenue
Baltimore, Maryland 21230

3. TRUSTEE:
DONALD E. SINROD
ANN GOLDBERG

ADDRESS:
#1204, 11300 Rockville Pike
Rockville, Maryland 20852

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, freezers and freezing apparatus of every nature, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plans, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

100 DEC -4 PM 1:53

RECORD FEE .66.00
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(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security an a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

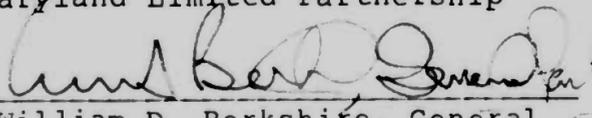
6. Proceeds of collateral are covered by this Financing Statement.

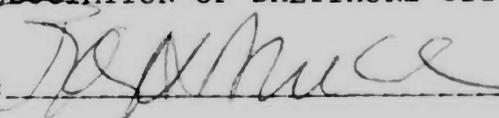
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: MAY 30th, 1986

DEBTOR:
1691 LIMITED PARTNERSHIP, a
Maryland Limited Partnership

SECURED PARTY:
THE SOUTHERN PERMANENT BUILDING
ASSOCIATION OF BALTIMORE CITY

BY: 
William D. Berkshire, General
Partner

BY: 

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:
GOLDBERG & SINROD - Suite 1204, 11300 Rockville Pike
Rockville, Maryland 20852

EXHIBIT "A" - LEGAL DESCRIPTIONS

A. GOLF COURSE AND APPURTENANT AREAS

1. 23.84 acres, more or less
2. 15.73 acres, more or less
3. 142.29 acres, more or less
4. 4.103 acres, more or less
5. 0.103 acres, more or less
6. 1.119 acres, more or less
7. 0.638 acres, more or less

B. CLUB HOUSE AND APPURTENANT AREAS

1. 8.638 acres, more or less
2. 4.420 acres, more or less
3. 1.511 acres, more or less

"EXHIBIT A"

PARCEL AA-1

BEGINNING for the same at point no. 40 on Eton Way as shown on a plat of Crofton, Section One, Plat Two recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 33 at Folio 13, and running thence with Eton Way and the outline of said plat, the following two courses and distances, viz: (1) South 35 degrees 00 minutes 00 seconds West 142.00 feet, and (2) 181.69 feet along the arc of a curve to the right having a radius of 382.00 feet, thence with the outline of said plat binding along the rear of lots 194 thru 206 and the rear of lots 207 thru 210, as shown on a plat of Crofton, Section Three, Plat Five recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Folio 74, the following nine courses and distances, viz: (3) South 27 degrees 44 minutes 58 seconds East 134.93 feet, (4) South 07 degrees 06 minutes 37 seconds East 134.08 feet, (5) South 04 degrees 40 minutes 00 seconds West 168.79 feet, (6) South 03 degrees 09 minutes 25 seconds West 73.51 feet, (7) South 00 degrees 02 minutes 31 seconds West 78.16 feet, (8) South 03 degrees 04 minutes 27 seconds East 73.56 feet, (9) South 06 degrees 05 minutes 45 seconds East 73.56 feet, (10) South 08 degrees 53 minutes 12 seconds East 62.32 feet, and (11) South 10 degrees 10 minutes 00 seconds East 705.24 feet, thence with the rear of lots 218 thru 226 as shown on a plat of Crofton, Section Three, Plat Seven recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Folio 75, (12) North 79 degrees 30 minutes 30 seconds East 502.56 feet, thence with the rear of lot 238 of said plat, (13) North 10 degrees 25 minutes 37 seconds West 138.41 feet, thence with the rear of lot 239 of said plat, erroneously called 161.12 feet, (14) North 39 degrees 05 minutes 34 seconds East 161.62 feet to point no. 9 as shown on said plat, thence with the rear of lots 245 thru 247, 252 and 253, 255 thru 259 of the plat of Crofton Section One, Plat Four recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33, at Folio 15, the following nine courses and distances, viz: (15) North 40 degrees 23 minutes 18 seconds West 136.09 feet, (16) North 01 degrees 47 minutes 12 seconds East 265.75 feet, (17) North 02 degrees 57 minutes 44 seconds West 129.04 feet, (18) North 51 degrees 30 minutes 00 seconds East 45.00 feet, (19) North 36 degrees 08 minutes 54 seconds West 91.23 feet, (20) North 23 degrees 09 minutes 54 seconds West 106.27 feet, (21) North 08 degrees 05 minutes 14 seconds West 106.27 feet, (22) North 06 degrees 29 minutes 17 seconds East 154.22 feet, and (23) North 53 degrees 53 minutes 16 seconds East 74.91 feet, thence with the Northeast property line of lot 259, (24) South 59 degrees 23 minutes 14 seconds East 95.00 feet to the Northwest side of Eton Way, as shown on said plat, thence with said Eton Way the following two courses and distances, viz: (25) 124.44 feet along the arc of a curve to the right having a radius of 285.00 feet, and (26) North 55 degrees 37 minutes 50 seconds East 152.00 feet, thence with the Southwest property line of lot 84 as shown on said plat and with the rear of lots 75 thru 83 as shown on a plat of Crofton, Section One, Plat Three recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Folio 14, the following seven courses and distances, viz: (27) North 34 degrees 22 minutes 10 seconds West 93.45 feet, (28) North 40 degrees 49 minutes 43 seconds West 70.07 feet, (29) North 57 degrees 51 minutes 52 seconds West 69.77

feet, (30) North 67 degrees 14 minutes 40 seconds West 70.21 feet,
(31) North 76 degrees 39 minutes 16 seconds West 70.21 feet,
(erroneously called North 76 degrees 32 minutes 16 seconds West),
(32) North 84 degrees 01 minutes 32 seconds West 39.82 feet, and
(33) North 86 degrees 41 minutes 30 seconds West 432.91 feet to
the East side of Eton Way, as shown on said plat, thence with the
East side of Eton Way as shown on the plat Firstly mentioned above,
(34) 12.79 feet along the arc of a curve to the right having a
radius of 297.00 feet, to the place of beginning, containing 23.84
acres of land, more or less, and being the Third, Fourth and Fifth
green of the Crofton Golf Course.

PARCEL AA-2

BEGINNING for the same on the Southeast side of Spring Green
Avenue at point no. 43 as proposed on the plat of Crofton, Section
Seven, Plat Twelve, unrecorded, and running thence with said
Southeast side of Avenue (1) 150.29 feet along the arc of a curve
to the left having a radius of 973.66 feet to point no. 42 as
shown on said plat, thence with the outline of said plat along the
rear of lots 1190 and 1182 and continuing with the rear of lots
1181 thru 1169 and with the Southeast property line of lot 1169
of the plat of Crofton, Section Seven, Plat Thirteen, unrecorded,
the following 10 courses and distances, viz: (2) South 63 degrees
35 minutes 20 seconds East 373.82 feet, (3) South 67 degrees 16
minutes 02 seconds East 168.62 feet, (4) South 70 degrees 57 minutes
32 seconds East 168.58 feet, (5) South 74 degrees 54 minutes 34
seconds East 168.58 feet, (6) South 78 degrees 51 minutes 24
seconds East 168.58 feet, (7) South 82 degrees 48 minutes 12 seconds
East 168.58 feet, (8) South 85 degrees 42 minutes 19 seconds East
83.32 feet, (9) South 86 degrees 19 minutes 08 seconds East 400.00
feet, (10) South 73 degrees 34 minutes 02 seconds East 144.68 feet,
and (11) North 52 degrees 31 minutes 45 seconds East 84.69 feet
to point no. 3 as shown on the plat Secondly mentioned above, being
the Southwest side of Swinburne Avenue, thence leaving said un-
recorded plat and running with Swinburne Avenue approximately as
proposed, the following 2 courses and distances, viz: (12) South
37 degrees 28 minutes 15 seconds East 256.04 feet, and (13) South
33 degrees 15 minutes 07 seconds East 80.76 feet, more or less,
thence leaving the proposed Swinburne Avenue and running with the
rear of lots which are proposed but not platted, the following ten
courses and distances, viz: (14) South 63 degrees 53 minutes 43
seconds West 166.41 feet, more or less, (15) South 81 degrees 45
minutes 33 seconds West 146.51 feet, (16) South 89 degrees 35
minutes 26 seconds West 140.00 feet, (17) North 70 degrees 35
minutes 26 seconds West 140.00 feet, (17) North 70 degrees 35
minutes 04 seconds West 258.71 feet, (18) North 84 degrees 15
minutes 21 seconds West 339.71 feet, (19) South 85 degrees 04
minutes 09 seconds West 255.95 feet, (20) South 78 degrees 49
minutes 20 seconds West 170.23 feet, (21) North 65 degrees 07
minutes 27 seconds West 242.50 feet, (22) South 88 degrees 57
minutes 30 seconds West 110.02 feet, and (23) North 65 degrees 58
minutes 25 seconds West 90.87 feet, to point no. 46 as shown on
the unrecorded plat Firstly mentioned above, thence with the rear
of lots 1282 thru 1286 of said plat, the following 4 courses and
distances, viz: (24) North 05 degrees 55 minutes 47 seconds West
95.44 feet, (25) North 11 degrees 38 minutes 19 seconds West
89.92 feet, (26) North 57 degrees 08 minutes 33 seconds West
79.40 feet, and (27) North 38 degrees 48 minutes 12 seconds West
292.22 feet to the place of beginning, containing 15.73 acres of
land, more or less, and being the Eleventh green of Crofton Golf
Course.

"Exhibit A"

PARCEL AA-3

BEGINNING for the same at the northeast corner of Lot 193 on the Northwest side of Eton Way as shown on a plat of Crofton, Section One, Plat Two recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 13, and running thence with said Northwest side of Eton Way the following four courses and distances, viz: (1) 38.09 feet along the arc of a curve to the left having a radius of 332.00 feet; (2) North 35° 00' 00" East 142.00 feet; (3) 136.62 feet along the arc of a curve to the left having a radius of 247.00 feet, and (4) North 03° 18' 30" East 43.34 feet, thence leaving Eton Way and running with the South side and rear of Lot 50 and the rear of part of Lots 48 thru 35 of said plat and with the rear of Lot 34 thru part of the rear of Lot 25 as shown on a plat of Crofton, Section One, Plat One recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 12, and with the rear of Lots 17 thru 9 of the lastly mentioned plat, the following twenty-five courses and distances, viz: (5) North 86° 41' 30" West 85.00 feet; (6) North 37° 58' 02" West 115.67 feet; (7) South 88° 04' 20" West 27.00 feet; (8) South 84° 52' 54" West 76.40 feet; (9) South 81° 41' 26" West 76.40 feet; (10) South 78° 29' 58" West 76.40 feet; (11) South 75° 18' 30" West 76.40 feet; (12) South 72° 07' 02" West 76.40 feet; (13) South 68° 55' 34" West 76.40 feet; (14) South 65° 44' 06" West 76.40 feet; (15) South 62° 44' 56" West 66.59 feet; (16) South 61° 21' 30" West 548.00 feet; (17) South 60° 54' 42" West 22.62 feet; (18) South 58° 50' 19" West 82.44 feet; (19) South 55° 45' 21" West 73.79 feet; (20) South 52° 46' 00" West 77.71 feet; (21) South 49° 42' 00" West 77.71 feet; (22) South 46° 38' 59" West 76.91 feet; (23) South 43° 40' 34" West 73.79 feet; (24) South 30° 13' 46" West 83.37 feet; (25) South 38° 29' 00" West 25.36 feet; (26) South 51° 30' 00" East 220.15 feet; (27) South 16° 30' 00" East 105.00 feet; (28) South 30° 00' 00" West 208.00 feet, and (29) South 24° 29' 30" West 410.71 feet, thence leaving said plat for five new lines of division as now established, (30) South 26° 53' 10" West 661.47 feet; (31) South 03° 06' 42" East 304.89 feet; (32) South 02° 03' 58" West 241.68 feet; (33) South 30° 52' 20" West 313.45 feet, and (34) South 47° 41' 04" West 121.83 feet, to point no. 48 at the rear of Lot 1299 of a plat of Crofton, Western Apartment Area and Section Seven, Plat Eleven, unrecorded, thence with the rear of Lots 1299 thru 1287 of said plat the following six courses and distances, viz: (35) South 20° 39' 56" East 291.78 feet; (36) South 25° 12' 56" East 269.75 feet; (37) South 26° 12' 42" East 100.00 feet, (38) South 24° 12' 32" East 100.00 feet; (39) South 29° 02' 22" East 179.44 feet; and (40) South 49° 34' 02" East 114.02 feet, to point no. 42 on the Northwest side of Spring Green Avenue, thence with said Northwest side of Spring Green Avenue, (41) 334.82 feet along the arc of a curve to the left having a radius of 923.66 feet, to point no. 15 as shown on a plat of Crofton, Section Seven, Plat Twelve, unrecorded, thence with the rear of lots 1224 thru 1229 as shown on said plat, the following five courses and distances, viz: (42) North 41° 53' 22" West 344.00 feet; (43) North 07° 36' 00" West 267.96 feet; (44) North 87° 58' 43" East 85.05 feet; (45) North 79° 55' 51" East 108.67 feet; and (46) North 76° 05' 32" East 57.91 feet, to point no. 2 as shown on a plat of Crofton, Section Seven, Recreation Area, unrecorded, thence with and binding on the outline of said recreation area, the following twenty-two courses and distances, viz: (47) North 10° 29' 47" West 596.65 feet; (48) North 77° 02' 30" East 65.93 feet; (49) South 29° 29' 27" East 29.09 feet; (50) South 78° 38' 56" East 21.80 feet; (51) North 19° 58' 54" East 34.44 feet; (52) North 80° 58' 49" East 72.59 feet; (53) North 51° 51' 53" East 21.83 feet; (54) South 46° 47' 12" East 20.18 feet; (55) South 03° 18' 59" West 44.95 feet; (56) North 82° 28' 18" East 43.35 feet; (57) North 30° 26' 34" East 40.74 feet; (58) South 48° 08' 53" East 19.23 feet; (59) North 76° 42' 32" East 24.62 feet; (60) South 07° 47' 40" East

"Exhibit A"

26.32 feet; (61) South 42° 31' 21" East 17.67 feet; (62) North 60° 09' 02" East 97.97 feet; (63) South 78° 15' 45" East 34.16 feet; (64) North 65° 47' 12" East 41.96 feet; (65) South 42° 45' 18" East 46.03 feet; (66) North 87° 06' 17" East 33.06 feet; (67) South 80° 49' 52" East 50.98 feet; and (68) South 03° 37' 52" East 53.03 feet, to point no. 24 as shown on the lastly mentioned unrecorded plat, being the rear corner of lots 1238 and 1239 of Crofton, Section Seven, Plat Twelve, unrecorded, as aforesaid, thence with the North property line and the East property line of said lot the following two courses and distances; viz: (69) North 86° 22' 08" East 245.86 feet; and (70) South 12° 43' 23" East 130.00 feet, to point no. 23 as shown on a plat of Crofton, Section Seven, Plat Thirteen, unrecorded, thence with the rear of lots 1249, 1250 and 1251 as shown on said plat the following three courses and distances, viz: (71) North 76° 40' 49" East 35.00 feet; (72) South 57° 57' 22" East 259.02 feet; and (73) South 32° 51' 30" East 270.40 feet to point no. 26 as shown on said plat, thence for five new lines of division as now established, viz: (74) North 31° 53' 37" East 45.00 feet; (75) South 83° 32' 48" East 79.90 feet; (76) South 57° 51' 46" East 184.23 feet; (77) South 49° 02' 43" East 284.56 feet; and (78) South 25° 00' 03" East 434.29 feet, to point no. 43 as shown on a plat of Crofton, Section Seven, Plat Thirteen, as aforesaid thence with the East line of Lot 1272 as shown on said plat the following two courses and distances, viz: (79) South 25° 00' 03" East 83.71 feet; and (80) South 24° 04' 39" West 175.00 feet, to the Northeast side of Swinburne Avenue, thence with said Swinburne Avenue the following two courses and distances, viz: (81) 149.97 feet along the arc of a curve to the right having a radius of 302.01 feet; and (82) South 37° 28' 15" East 20.00 feet, to point no. 2 as shown on the aforesaid plat, thence continuing with the Northeast side of Swinburne Avenue as proposed but not platted, (83) South 37° 28' 15" East 123.30 feet, thence for eight new lines of division as now established, (84) North 52° 31' 45" East 119.30 feet; (85) North 01° 18' 49" East 358.99 feet; (86) North 85° 59' 59" East 143.35 feet; (87) South 16° 14' 34" East 132.28 feet; (88) South 58° 01' 45" East 351.28 feet; (89) South 72° 19' 40" East 451.30 feet; (90) South 68° 07' 26" East 284.49 feet; and (91) South 85° 50' 55" East 124.33 feet, thence with the rear of proposed lots which are not platted, the following seven courses and distances, viz: (92) Due North 245.00 feet; (93) North 35° 35' 27" East 125.43 feet; (94) South 74° 44' 42" East 262.24 feet; (95) South 66° 30' 05" East 175.56 feet; (96) South 51° 12' 12" East 196.31 feet; (97) South 40° 10' 23" East 319.33 feet; and (98) South 19° 23' 30" East 102.96 feet, to the Northwest side of Crofton Parkway as now established but not platted, thence with said Northwest side of Crofton Parkway the following two courses and distances; viz: (99) North 70° 36' 30" East 243.63 feet, and (100) 14.12 feet along the arc of a curve to the left having a radius of 355.00 feet, thence leaving Crofton Parkway and following the outline of two more lots, not platted, (101) North 21° 40' 11" West 119.74 feet; and (102) North 50° 38' 56" East 123.99 feet, to the parcel of land set aside for the elevated tank, thence with said parcel of land the following eleven courses and distances, viz: (103) 75.52 feet along the arc of a curve to the left having a radius of 290.00 feet and a chord bearing North 62° 30' 03" West 75.30 feet; (104) 146.49 feet along the arc of a curve to the right having a radius of 310.00 feet and a chord bearing North 56° 24' 55" West 145.13 feet; (105) North 42° 52' 44" West 18.82 feet; (106) South 47° 07' 16" West 47.50 feet; (107) North 42° 52' 44" West 110.00 feet; (108) North 47° 07' 16" East 115.00 feet; (109) South 42° 52' 44" East 110.00 feet; (110) South 47° 07' 16" West 47.50 feet; (111) South 42° 52' 44" East 18.82 feet; (112) 137.04 feet along the arc of a

"Exhibit A"

curve to the left having a radius of 290.00 feet and a chord bearing South 56° 24' 55" East 135.77 feet; and (113) 80.72 feet along the arc of a curve to the right having a radius of 310.00 feet and a chord bearing South 62° 30' 03" East 80.49 feet, thence continuing with the outline of lots, which are not platted, the following twenty courses and distances, viz: (114) North 19° 49' 42" East 116.92 feet; (115) North 12° 11' 19" West 127.88 feet; (116) North 46° 49' 13" West 400.42 feet; (117) North 32° 13' 54" West 348.74 feet; (118) South 86° 04' 54" West 219.51 feet; (119) North 82° 09' 03" West 461.32 feet; (120) South 61° 45' 32" West 259.94 feet; (121) North 79° 38' 42" West 305.98 feet; (122) North 63° 01' 28" West 811.27 feet; (123) North 75° 37' 42" West 290.08 feet; (124) North 94° 30' 03" West 323.48 feet; (125) North 49° 05' 03" West 99.25 feet; (126) North 17° 22' 57" West 120.50 feet; (127) North 41° 08' 04" East 104.89 feet; (128) North 74° 42' 29" East 409.50 feet; (129) North 65° 38' 31" East 441.28 feet; (130) North 88° 45' 54" East 603.14 feet; (131) South 78° 41' 24" East 81.58 feet; (132) North 13° 53' 10" East 104.05 feet; and (133) North 61° 04' 25" East 215.22 feet, to the West side of Crofton Parkway as established but not platted, thence with said West side of Crofton Parkway, the following two courses and distances, viz: (134) 170.07 feet along the arc of a curve to the right having a radius of 1073.06 feet and a chord bearing North 21° 32' 26" West 169.90 feet; and (135) North 17° 00' 00" West 67.30 feet to point no. 9 of a plat of Crofton, Section Four, Plat Six recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 34 at Page 15, thence leaving Crofton Parkway and running with the South lot line of Lot 109, (136) South 73° 00' 00" West 120.00 feet, thence with the rear of lots 108 thru 46 and 44 thru 93 as shown on said plat the following ten courses and distances, viz: (137) North 17° 00' 00" West 262.00 feet; (138) North 16° 43' 20" West 83.54 feet; (139) North 14° 25' 56" West 85.67 feet; (140) North 11° 43' 12" West 85.67 feet; (141) North 09° 00' 28" West 85.67 feet; (142) North 06° 17' 44" West 85.67 feet; (143) North 03° 35' 00" West 85.67 feet; (144) North 00° 53' 58" West 84.97 feet; (145) North 00° 09' 00" East 80.00 feet; and (146) North 29° 36' 25" West 370.23 feet, to point no. 20 as shown on said plat, thence with the outline of Lot 113, thru 116 and the rear and West line of Lot 118 of the plat of Crofton, Section One, Plat Four recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33, at Page 15, the following five courses and distances, viz: (147) North 37° 07' 36" West 54.67 feet; (148) North 81° 31' 45" West 99.81 feet; (149) North 34° 22' 10" West 263.00 feet; (150) South 52° 27' 03" West 90.14 feet, and (151) North 34° 22' 10" West 115.00 feet, to the Southeast side of Eton Way as shown on said plat, thence with said Southeast side of Eton Way the following two courses and distances, viz: (152) South 55° 37' 50" West 62.00 feet, to point no. 16 as shown on said plat, and (153) 197.87 feet along the arc of a curve to the left having a radius of 235.00 feet, thence leaving Eton Way and running with the North line of lot 119 and the rear line of Lots 119 thru 127 as shown on said plat the following six courses and distances, viz: (154) South 82° 36' 40" East 105.00 feet; (155) South 06° 01' 15" East 60.30 feet; (156) South 46° 03' 41" East 59.78 feet; (157) South 38° 30' 00" East 332.33 feet; (158) South 25° 35' 50" East 185.62 feet; and (159) South 20° 04' 54" East 86.09 feet, to point no. 35 as shown on a plat of Crofton, Section Three, Plat Seven recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 75, thence with the rear of Lots 218 thru 153 as shown on said plat the following fifteen courses

"Exhibit A"

and distances, viz: (150) South 14° 08' 44" East 96.19 feet; (161) South 04° 59' 40" East 85.74 feet; (162) South 07° 50' 00" East 462.40 feet; (163) South 35° 06' 15" West 183.32 feet; (164) South 79° 00' 00" West 667.88 feet; (165) South 78° 19' 17" West 36.83 feet; (166) South 76° 14' 25" West 76.12 feet; (167) South 73° 26' 07" West 76.12 feet; (168) South 70° 37' 49" West 76.12 feet; (169) South 67° 53' 13" West 77.04 feet; (170) South 75° 19' 20" West 113.11 feet; (171) North 89° 40' 04" West 113.11 feet; (172) North 75° 17' 54" West 103.51 feet; (173) North 61° 34' 10" West 103.51 feet; (174) North 49° 04' 13" West 93.11 feet, to point no. 22 as shown on a plat of Crofton, Section Three, Plat Five recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 74, thence with the rear of lots 154 thru 163, 165 thru 169 and 171 thru 177 as shown on said plat the following fifteen courses and distances, viz: (175) North 46° 00' 00" West 137.55 feet; (176) North 61° 30' 00" West 168.36 feet; (177) North 77° 00' 00" West 430.79 feet; (178) North 53° 32' 35" West 104.13 feet; (179) South 58° 09' 53" West 188.98 feet; (180) North 59° 35' 39" West 187.36 feet; (181) North 01° 00' 00" East 193.34 feet; (182) North 59° 58' 52" East 196.56 feet; (183) North 04° 07' 23" East 101.84 feet; (184) North 06° 15' 20" East 98.83 feet; (185) North 17° 42' 52" East 98.83 feet; (186) North 29° 13' 19" East 99.67 feet; (187) North 29° 23' 49" East 69.32 feet; (188) North 18° 12' 57" East 74.39 feet; and (189) North 15° 00' 00" East 80.00 feet, to point no. 1 as shown on the plat lastly mentioned above, thence with the rear of lots 178 thru 193 and with the Northeast property line of 193 as shown on the plat firstly mentioned above the following twelve courses and distances, viz: (190) North 06° 23' 05" East 53.93 feet; (191) North 03° 04' 14" West 87.73 feet; (192) North 07° 21' 48" East 100.40 feet, erroneously shown on plat as North 07° 21' 58" East; (193) North 19° 05' 52" East 100.40 feet; (194) North 30° 49' 56" East 100.40 feet; (195) North 42° 34' 00" East 100.40 feet; (196) North 54° 18' 04" East 100.40 feet; (197) North 66° 02' 08" East 100.40 feet; (198) North 72° 42' 05" East 13.69 feet; (199) North 73° 30' 00" East 482.66 feet; (200) North 68° 54' 55" East 135.77 feet; and (201) South 48° 25' 36" East 95.00 feet, to the place of beginning, containing 142.29 acres of land, more or less, being the First, Second, Sixth, Seventh, Eighth, Ninth, Tenth, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth greens of the Crofton Golf Course.

PARCEL AA-4

BEGINNING for the same at a point on the outline of the plat entitled Crofton, Section 10, Recreation Area recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 36, at Page 47, said point being North 49 degrees 09 minutes 23 seconds West 73.90 feet from point number 5 as shown on said plat, said point also being at the end of the Seventh or North 49 degree 09 minute 23 second West 73.90 line of that Fourth parcel of that land which by deed dated December 31, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH 2235, at folio 80 was granted and conveyed by Crofton Corporation to Tradewinds Investment Corporation, running thence with and binding on the outline of said plat the following two (2) courses and distances, viz: (1) North 49 degrees 09 minutes 23 seconds West 212.45 feet, to point number 4, thence (2) North 88 degrees 41 minutes 11 seconds West 50.00 feet, thence leaving the outline of said plat for the following six (6) new lines of division as now established, (3) North 01 degrees 13 minutes 49 seconds East 238.99 feet, (4) North 85 degrees 59 minutes 59 seconds East 143.35 feet, (5) South 16 degrees 14 minutes 34 seconds East 132.28 feet, (6) South 58 degrees 01 minutes 45 seconds

"Exhibit A"

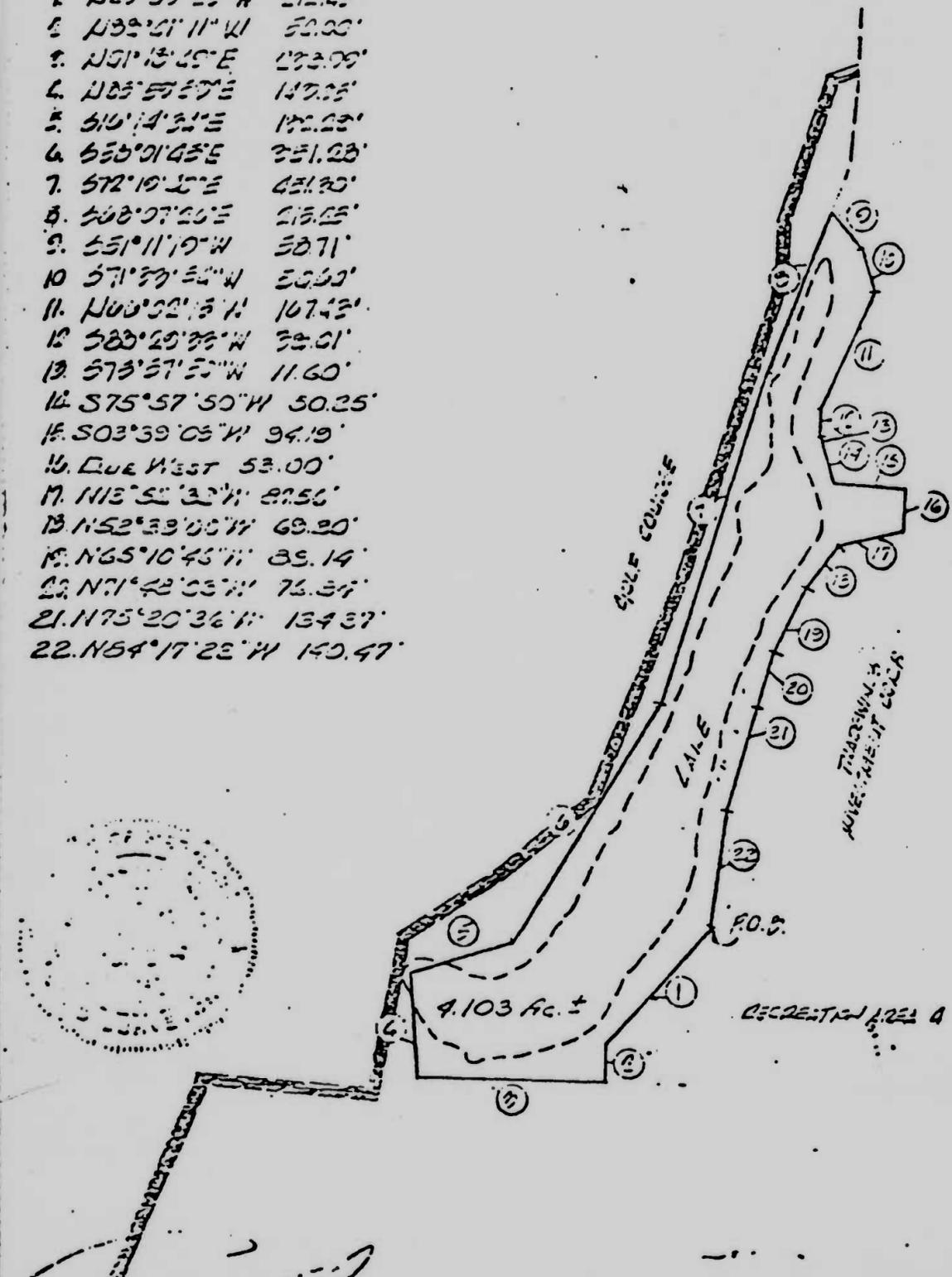
East 351.28 feet, (7) South 72 degrees 19 minutes 40 seconds East 451.30 feet, and (8) South 63 degrees 07 minutes 26 seconds East 215.25 feet to a point at the end of the Eleventh or North 51 degree 11 minutes 19 seconds East 58.71 feet line of that parcel of land which by deed dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH 2308 at Folio 292 was granted and conveyed by Tradewinds Investment Corporation to Harbor Investment Inc., thence running reversely with the Eleventh, Tenth, Ninth, Eighth and Seventh lines of said parcel the following five (5) courses and distances, viz: (9) South 51 degrees 11 minutes 19 seconds West 58.71 feet, (10) South 71 degrees 33 minutes 54 seconds West 50.60 feet, (11) North 66 degrees 02 minutes 15 seconds West 167.43 feet, (12) South 88 degrees 29 minutes 33 seconds West 38.01 feet, and (13) South 75 degrees 57 minutes 50 seconds West 11.60 feet to the end of the Sixteenth line of the Fourth parcel of that land described in the deed firstly mentioned above thence running reversely with the Sixteenth, Fifteenth, Fourteenth, Thirteenth, Twelfth, Eleventh, Tenth and Ninth line of said parcel the following eight (8) courses and distances, viz: (14) South 75 degrees 57 minutes 50 seconds West 50.25 feet, (15) South 03 degrees 39 minutes 08 seconds West 94.19 feet, (16) Due West 53.00 feet, (17) North 13 degrees 52 minutes 39 seconds West 87.56 feet, (18) North 52 degrees 38 minutes 00 seconds West 69.20 feet, (19) North 65 degrees 10 minutes 46 seconds West 89.14 feet, (20) North 71 degrees 48 minutes 03 seconds West 76.84 feet, (21) North 75 degrees 20 minutes 36 seconds West 134.37 feet, and (22) North 84 degrees 17 minutes 22 seconds West 140.47 feet to the point of beginning. Containing 4.103 acres of land as now established by C. D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith.

See Plat on next page.

63.0 N 55.0 E

BEARING & DIST.

1. N 65° 05' 23" W 212.25'
2. N 32° 01' 11" W 50.00'
3. N 51° 13' 45" E 272.00'
4. N 23° 57' 57" E 137.05'
5. S 10° 14' 32" E 172.00'
6. S 55° 01' 43" E 251.23'
7. S 72° 10' 25" E 421.20'
8. S 68° 07' 20" E 213.05'
9. S 51° 11' 10" W 50.71'
10. S 71° 29' 32" W 50.30'
11. N 03° 02' 13" W 107.42'
12. S 23° 20' 33" W 32.01'
13. S 73° 37' 53" W 11.60'
14. S 75° 37' 50" W 50.25'
15. S 03° 39' 03" W 94.19'
16. Due West 53.00'
17. N 13° 52' 32" W 27.56'
18. N 52° 33' 00" W 69.20'
19. N 65° 10' 43" W 39.14'
20. N 71° 42' 03" W 73.34'
21. N 75° 20' 36" W 134.37'
22. N 54° 17' 22" W 140.47'



PLAT SHOWING PARCEL TO BE CONVEYED BY

CROFTON CORPORATION
LAKE AREA

C. D. MESSICK, JR. & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

Professional Building
21 WEST STREET ANNAPOLIS, MD.

DATE 7-12-72 SCALE 1" = 200' DATE

"EXHIBIT A"

PARCEL AA-5

BEGINNING for the same at a point on and distant 86.47 feet from the end of the Tenth or South 49 degrees 02 minutes 43 seconds East 284.56 feet line of the First parcel of that land which by deed dated July 11, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH 2091 at Folio 88 was granted and conveyed by Crofton Corporation to Port Enterprises, Inc., thence running with and binding on part of said line and part of the Eleventh line of the above mentioned conveyance, the following two courses and distances: (1) South 49 degrees 02 minutes 43 seconds East 86.47 feet, and (2) South 25 degrees 00 minutes 03 seconds East 143.01 feet, thence leaving said Eleventh line for two (2) new lines of division, as now established, (3) North 40 degrees 15 minutes 01 seconds West 162.19 feet, and (4) North 18 degrees 31 minutes 59 seconds West 65.92 feet to the place of beginning.

Containing 4,497 square feet of land, more or less.

PARCEL AA-6

BEGINNING for the same at a point number 51 on the East side of Crofton Parkway 80.00 feet wide as shown on the plat entitled Crofton, Section Seven, Plat Twelve and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35, at Page 38, said point also being at the end of the First or North 52 degree 16 minute 04 second East 80.00 feet line of the Third parcel of that land which by deed dated November 20, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH 2129 at Folio 554 was granted and conveyed by Port Enterprises Inc. to Levitt and Sons, Incorporated, leaving said Crofton Parkway and running thence with the outline of said plat for the following five (5) courses and distances, viz: and passing over points number 50, 49, 48, 47 on said plat, (1) North 52 degrees 16 minutes 04 seconds East 35.00 feet, (2) South 86 degrees 36 minutes 27 seconds East 130.00 feet, (3) South 44 degrees 43 minutes 33 seconds East 20.00 feet, (4) North 70 degrees 15 minutes 14 seconds East 132.54 feet, and (5) North 64 degrees 52 minutes 14 seconds East 110.13 feet to point number 46 thence leaving said outline for a new line of division, (6) South 65 degrees 58 minutes 25 seconds East 90.37 feet to point number 5 as shown on the outline of the plat entitled Crofton Park, Section Nine-A, Plat Seventeen and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 36 at Page 29, thence running reversely with the Fourth line of that parcel of land mentioned above, and passing over point number 42 on the Lastly mentioned plat at 100.00 feet, (7) South 58 degrees 57 minutes 30 seconds West 252.10 feet to point number 4 on said plat, thence running with the outline of said plat and reversely with the Third line of that parcel of land mentioned above, (8) South 46 degrees 13 minutes 39 seconds West 149.86 feet to point number 3 on the East side of Crofton Parkway as shown on the Lastly mentioned plat, thence running with and binding on Crofton Parkway and also reversely with the Second line of that parcel of land mentioned above, (9) 237.20 feet along the arc of a curve to the right having a radius of 2250.00 feet to the point of beginning, containing 1.119 acres of land, more or less, as now established by C. D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith.

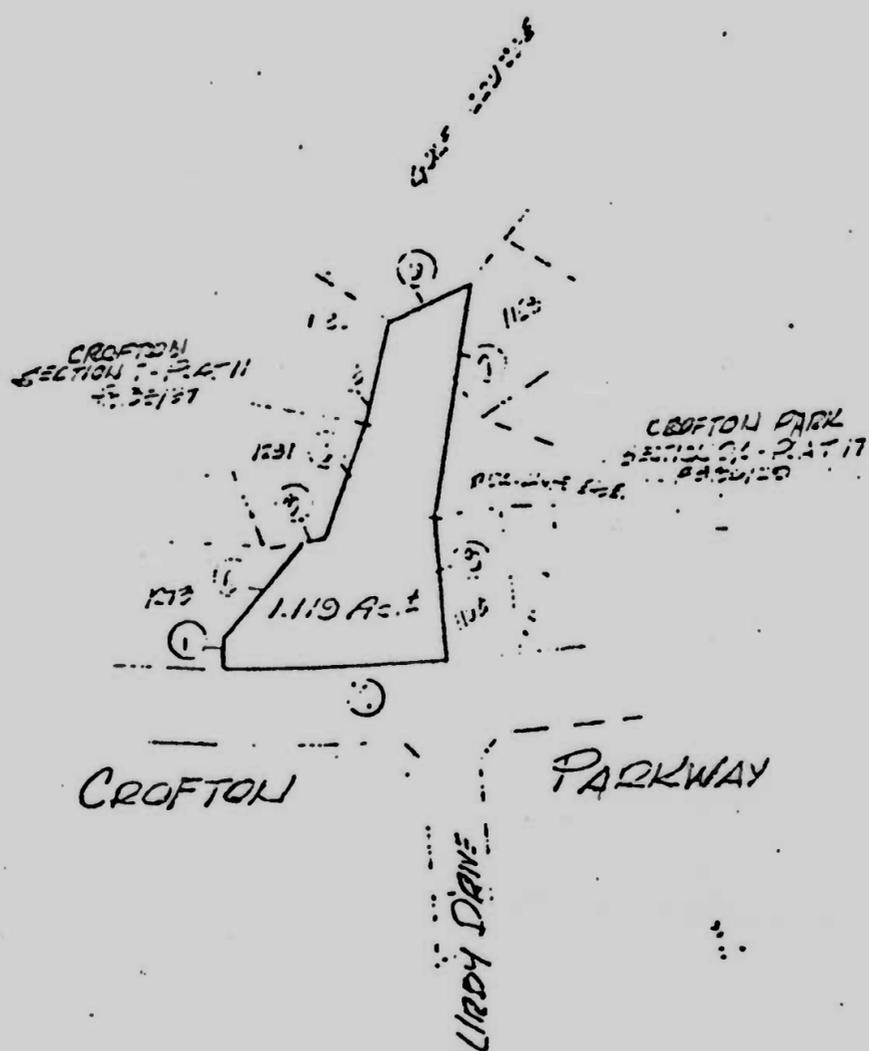
See Plat on next page.

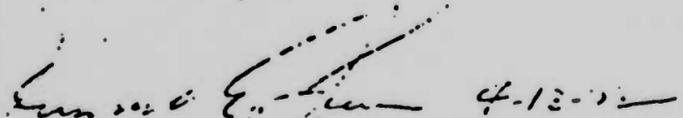
"Exhibit A"

BOOK - 480 PAGE 282

1. 220' 0" x 130' 0" 28,600'
 2. 220' 0" x 130' 0" 28,600'
 3. 220' 0" x 130' 0" 28,600'
 4. 220' 0" x 130' 0" 28,600'
 5. 220' 0" x 130' 0" 28,600'
 6. 220' 0" x 130' 0" 28,600'
 7. 220' 0" x 130' 0" 28,600'
 8. 220' 0" x 130' 0" 28,600'
 9. 220' 0" x 130' 0" 28,600'
 10. 220' 0" x 130' 0" 28,600'

GRID NORTH




 RUSSELL E. LOWMAN REG. L. S. 3947 DATE 4-13-11

C. D. MESSICK, JR. & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 Professional Building
 21 WEST STREET ANNAPOLIS, MD.

PLAT SHOWING PARCEL TO BE CONVEYED
 BY
CROFTON CORPORATION
 SCALE _____ DATE _____

"EXHIBIT A"

PARCEL AA-7

BEGINNING for the first at the beginning of the fourth (4th) or North 58° 57' 30" East, 252.10 foot line of the third parcel described in a Deed dated July 11, 1967 from Crofton Corporation to Port Enterprises, Inc. and recorded among the Land Records of Anne Arundel County, Maryland, in Liber MSH No. 2091 at folio 88; thence binding on said fourth line, (1) North 58° 57' 30" East, 152.10 feet; thence leaving said fourth line and running for lines of division through the aforementioned third parcel the following ten (10) courses and distances: (2) South 11° 15' 49" West, 55.34 feet; (3) South 18° 40' 17" East, 173.76 feet; (4) South 55° 36' 54" East 106.95 feet; (5) South 49° 46' 18" East, 80.93 feet; (6) South 16° 55' 57" West, 41.37 feet; (7) North 68° 20' 17" West, 70.09 feet; (8) North 50° 55' 46" West, 138.97 feet; (9) North 23° 22' 34" West, 81.32 feet; (10) North 43° 29' 15" West, 72.85 feet; (11) North 48° 08' 09" West, 77.51 feet to the point of beginning.

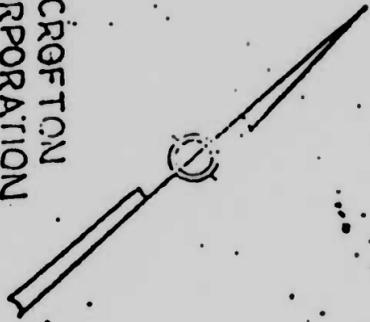
Containing 0.638 acres of land, more or less.

RESERVING, however, unto Levitt and Sons, Incorporated, a Delaware corporation, their successors or assigns, an easement or right of way for the installation, operation and maintenance of any and all storm drainage facilities and appurtenances thereto, together with the right of ingress and egress, in and through that portion of the above described 0.638 acre parcel, said easement or right of way reserved hereby being more particularly described as follows:

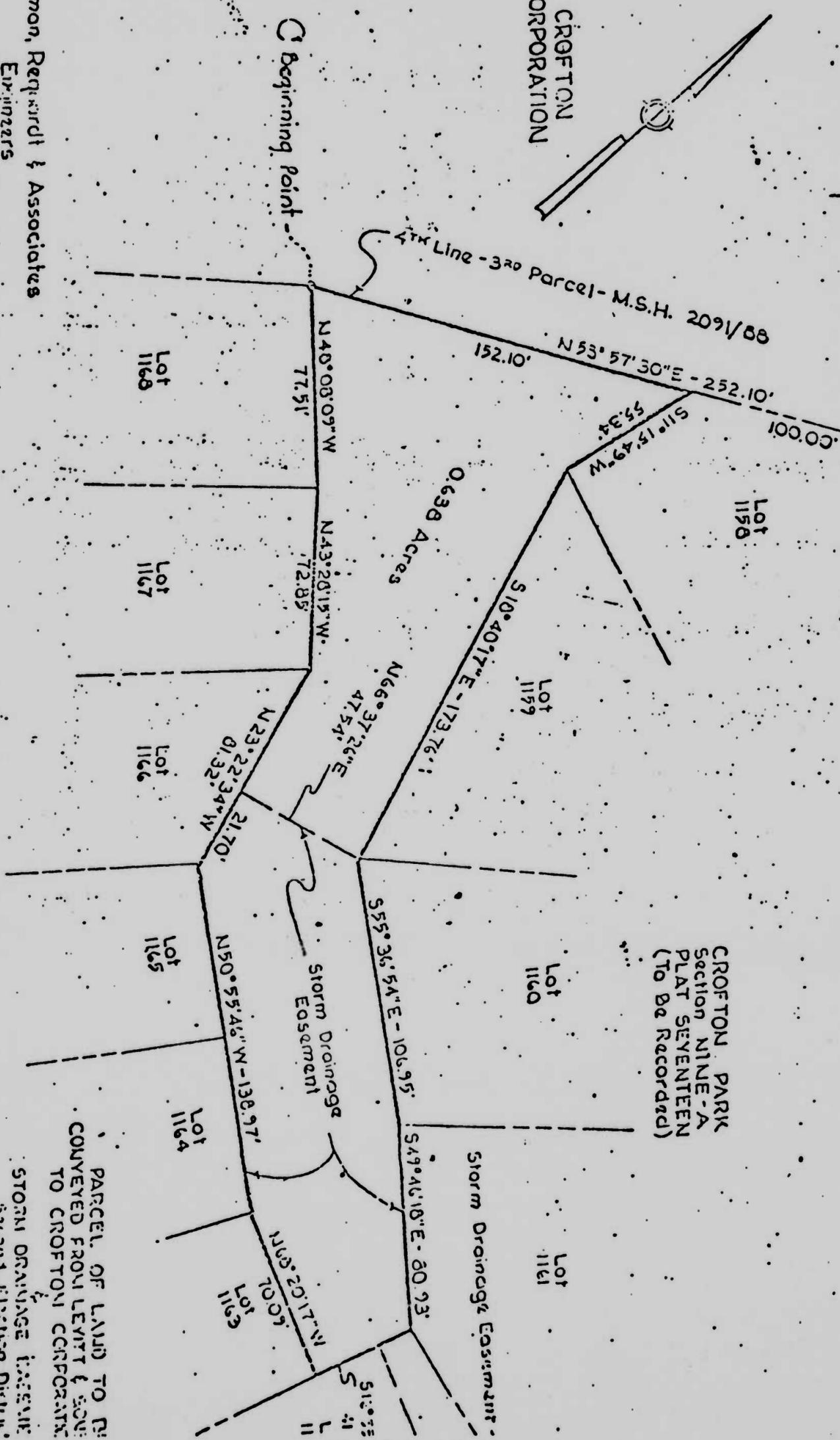
BEGINNING for said easement or right of way at the end of the third or South 18° 40' 17" East, 173.76 foot line of said 0.638 acre parcel; thence binding in whole on the fourth through the eighth lines and in part of the ninth line thereof the following six (6) courses and distances; (1) South 55° 36' 54" East, 106.95 feet; (2) South 49° 46' 18" East, 80.93 feet; (3) South 16° 55' 57" West, 41.37 feet; (4) North 68° 20' 17" West, 70.09 feet; (5) North 50° 55' 46" West, 138.97 feet; (6) North 23° 22' 34" West, 21.70 feet; thence leaving said ninth line and running for a line of division through said 0.638 acre parcel, (7) North 66° 37' 26" East, 47.54 feet to the point of beginning.

See Plat on next page -- Recorded in Liber 2164, folio 217.

CROFTON CORPORATION



Whitman, Reardon & Associates
Engineers
1304 St. Paul Street
Baltimore 2, Maryland.



CROFTON PARK
SECTION NINE-A
PLAT SEVENTEEN
(To Be Recorded)

PARCEL OF LAND TO BE
CONVEYED FROM LEVITT & SON
TO CROFTON CORPORATION
STORM DRAINAGE EASEMENT
SECOND EDITION DEDICATED
AND APPROVED COUNTY
Scale: 1" = 50'

"EXHIBIT A"

PARCEL B-1

BEGINNING for the same on the East side of Crofton Parkway at the end of the Eleventh or North 65 Degrees 20 Minutes 37 Seconds West 301.98 feet line of that parcel of land which by deed dated October 5, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2112 at Folio 192 was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to The Trustees of The Presbytery of Baltimore, said point also being South 24 Degrees 29 Minutes 30 Seconds West 66.42 feet from the Southwest corner of Lot 1 as shown on the plat of Crofton, Section One, Plat One recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 12, leaving said Crofton Parkway and running thence with and binding reversely on the Eleventh, Tenth and Ninth lines of that parcel of land described in the deed mentioned above, (1) South 65 Degrees 20 Minutes 37 Seconds East 301.98 feet; and (2) North 67 Degrees 00 Minutes 00 Seconds East 204.26 feet thence leaving said line and running for the following six (6) courses and distances, viz: (3) South 26 Degrees 53 Minutes 10 Seconds West 661.47 feet, (4) South 03 Degrees 06 Minutes 42 Seconds East 304.89 feet, (5) North 61 Degrees 30 Minutes 07 Seconds West 195.00 feet, (6) North 78 Degrees 42 Minutes 52 Seconds West 82.09 feet, (7) South 54 Degrees 02 Minutes 29 Seconds West 125.49 feet, and (8) North 86 Degrees 00 Minutes 41 Seconds West 134.98 feet to the East side of the aforementioned Crofton Parkway, said point being 490.78 feet Southerly from point number 2 as shown on the plat of Crofton Section One Plat Ten recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 41, thence running with and binding on the East side of said Crofton Parkway, the following two (2) courses, (9) 490.78 feet along the arc of a curve to the right having a radius of 1310.00 feet to point number 2 on said plat, and (10) North 24 Degrees 29 Minutes 30 Seconds East 114.64 feet to point number 1 on said plat, said point also being point number 27 as shown on the plat firstly mentioned above, thence continuing on the same bearing and running with and binding on the East side of said Crofton Parkway as aforesaid, (11) North 24 Degrees 29 Minutes 30 Seconds East 348.74 feet to the place of beginning containing 8.638 acres of land, more or less, as now established by C. D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith.

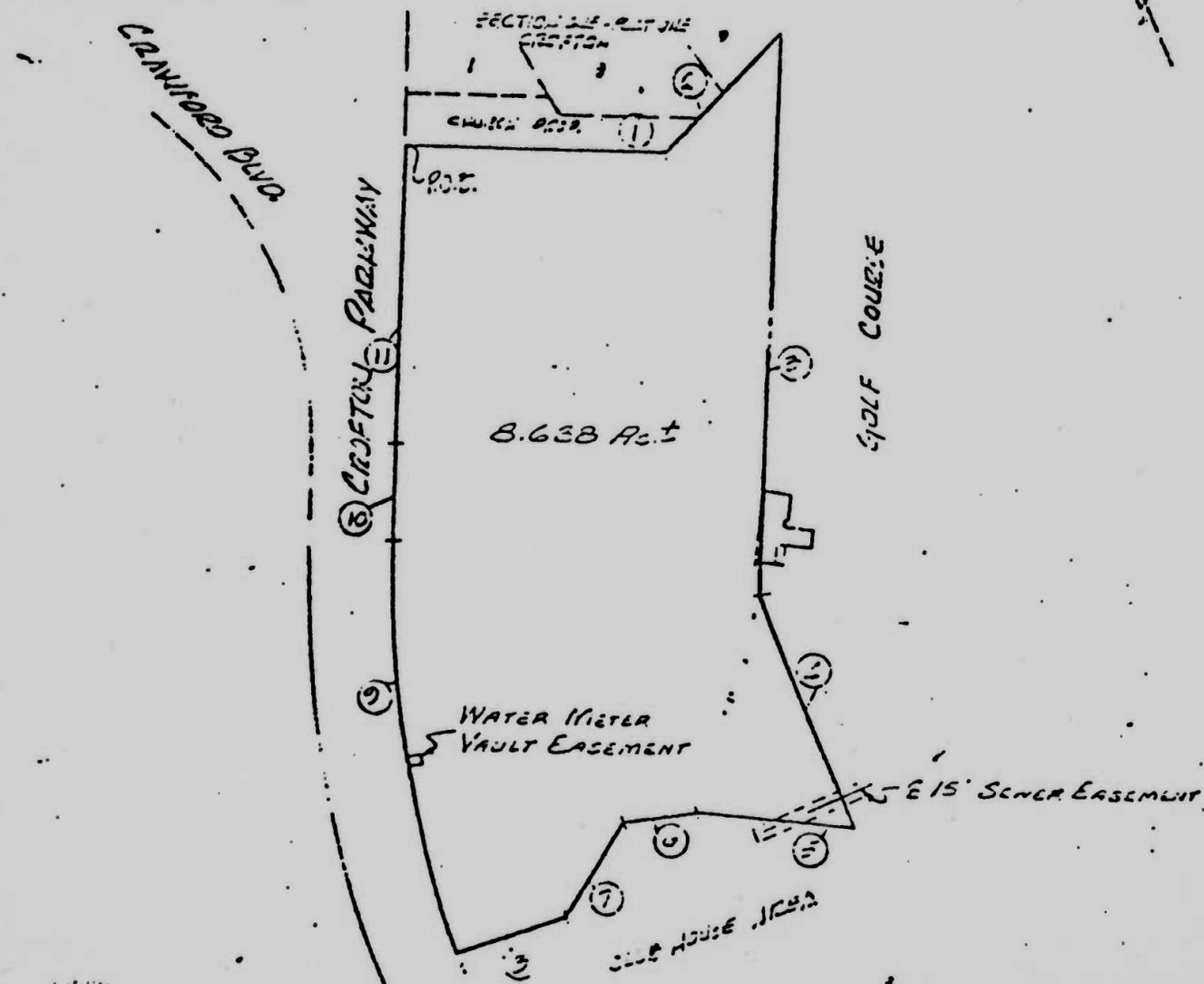
See Plat on next page.

"Exhibit A"

BOOK - 480 PAGE 286

BEARING & DISTANCES

1	S85°20'37"E	201.03'
2	N87°55'00"E	202.26'
3	S22°53'13"W	501.57'
4	S52°57'22"E	201.27'
5	N33°23'21"W	101.50'
6	N75°42'52"W	34.30'
7	S50°02'05"W	123.50'
8	N81°00'41"W	152.50'
9	S17°25'00"E	615.15'
10	N22°29'30"E	114.03'
11	N24°20'30"E	543.77'



Russell E. Lowman - 9-12-72
 RUSSELL E. LOWMAN, REG. L. S. 1947 DATE

C. D. MESSICK, JR. & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 Professional Building
 21 West Street ANNAPOLIS, MD.

CROFTON CORPORATION
 210 THE DIST.
 SCALE 1"=100'
 ANNE ARUNDEL COUNTY.
 DATE

"EXHIBIT A"

PARCEL AB-2

BEGINNING for the same at a point on the East side of Crofton Parkway, as previously established (unrecorded), being referenced Southerly along the East side of Crofton Parkway, the following two courses and distances from point no. 27, as shown on Section One, Plat One, Crofton as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 12, (1) South 24 Degrees 29 Minutes 30 Seconds West 114.84 feet, and (2) 490.78 feet along the arc of a curve to the left having a radius of 1310.00 feet and a chord bearing South 13 Degrees 45 Minutes 33 Seconds West 487.92 feet, and running thence and leaving Crofton Parkway for nine (9) new lines of Division as now established, (1) South 86 Degrees 00 Minutes 41 Seconds East 134.98 feet, (2) North 54 Degrees 02 Minutes 29 Seconds East 125.49 feet, (3) South 78 Degrees 42 Minutes 52 Seconds East 82.09 feet, (4) South 61 Degrees 30 Minutes 07 Seconds East 195.00 feet, (5) South 02 Degrees 03 Minutes 58 Seconds West 181.68 feet, (6) South 37 Degrees 08 Minutes 02 Seconds West 217.00 feet, (7) South 61 Degrees 20 Minutes 53 Seconds West 110.53 feet, (8) North 69 Degrees 50 Minutes 33 Seconds West 84.16 feet, and (9) North 75 Degrees 29 Minutes 15 Seconds West 152.89 feet to the East side of Crofton Parkway, as aforesaid, thence with said East side of parkway, the following three courses and distances, viz: (10) 119.39 feet along the arc of a curve to the right having a radius of 676.53 feet and a chord bearing North 08 Degrees 47 Minutes 26 Seconds West 119.23 feet, (11) North 03 Degrees 44 Minutes 06 Seconds West 112.97 feet, (12) 154.59 feet along the arc of a curve to the right having a radius of 1310.00 feet and a chord bearing North 00 Degrees 21 Minutes 16 Seconds West 154.50 feet to the place of beginning, containing 4.42 acres of land, including improvements and appurtenances thereon, more or less, as now surveyed by C. D. Messick, Jr. & Associates, Inc. and shown on the plat attached hereto.

See Plat on next page.

"EXHIBIT A"

PARCEL A3-3

BEGINNING for the same at point number 3 on the East side of Crofton Parkway (variable width) as shown on the plat of Crofton, Section One, Plat Ten recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 41, leaving said Crofton Parkway and running thence for seven (7) new lines of division as now established, (1) South 75 degrees 29 minutes 15 seconds East 152.89 feet, (2) South 69 degrees 50 minutes 33 seconds East 84.16 feet, (3) North 61 degrees 20 minutes 53 seconds East 110.53 feet, (4) North 37 degrees 8 minutes 2 seconds East 217.00 feet, (5) South 2 degrees 3 minutes 58 seconds West 60.00 feet, (6) South 30 degrees 52 minutes 20 seconds West 313.46 feet, and (7) South 47 degrees 41 minutes 4 seconds West 121.83 feet to point number 48 on the outline of the plat of Crofton Western Apartment Area and Section Seven, Plat Eleven recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 37 said point also being the Northeast corner of Lot 1299 as shown on said plat, thence running with and binding on the North division line of said lot being also the outline of said plat, (8) South 87 degrees 18 minutes 15 seconds West 129.63 feet to point No. 1 on the East side of Crofton Parkway as shown on said plat, said point also being number 6 as shown on the plat firstly mentioned above, thence running with and binding on the East side of said Crofton Parkway as aforesaid, (9) 268.44 feet along the arc of a curve to the right having a radius of 4250.00 feet to the place of beginning containing 1.511 acres of land, more or less, as now established by C. D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith.

See Plat on next page.

Mailed to:

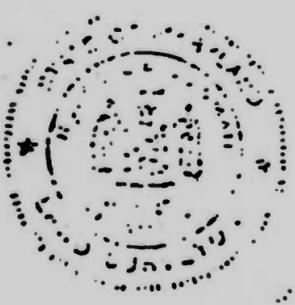
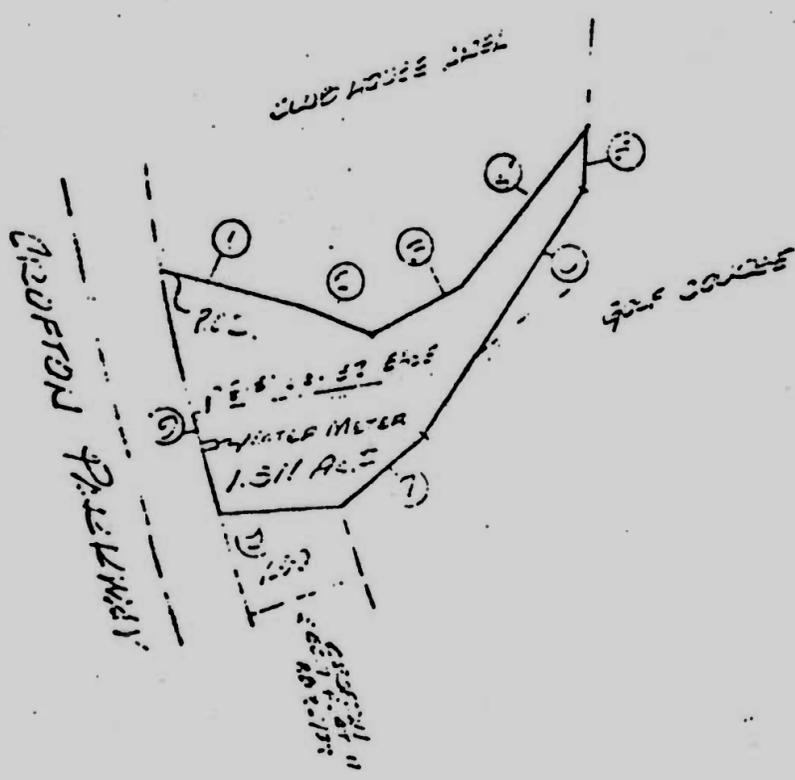
Goldberg & Senrod
See Plat on following Page

"Exhibit A"

BEARING & DISTANCES

1. S 75° 20' 00" E	122.00'
2. S 69° 50' 00" E	110.00'
3. N 31° 20' 00" E	110.00'
4. S 75° 20' 00" W	122.00'
5. S 69° 50' 00" W	110.00'
6. N 31° 20' 00" W	110.00'
7. S 75° 20' 00" E	122.00'
8. S 69° 50' 00" E	110.00'
9. N 31° 20' 00" E	110.00'
10. S 75° 20' 00" W	122.00'
11. S 69° 50' 00" W	110.00'
12. N 31° 20' 00" W	110.00'

ALERT AND



Russell E. Lowman
 RUSSELL E. LOWMAN REG. L. S. 3947 DATE

C. D. MESSICK, JR. & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 Professional Building
 21 WEST STREET ANNAPOLIS, MD.

TO BE APPROVED BY
CROFTON CORPORATION

SCALE DATE

BOOK - 480 PAGE 291

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 315

Page No. 161

Identification No. 185166

Dated May 10, 1974

1. Debtor(s) { LEE-DICO CORPORATION
Name or Names—Print or Type
325 Lokus Rd., Odenton, Anne Arundel Co., MD 21113
Address—Street No., City - County State Zip Code

2. /Secured Party { Assignee of
SMALL BUSINESS ADMINISTRATION, an Agency of the U.S. Gov't.
Name or Names—Print or Type
630 Oxford Bldg., 8600 LaSalle Rd., Towson, Md. 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
MAILED TO SECURED PARTY
DEC 6 1984

Dated: Nov. 14, 1984

SMALL BUSINESS ADMINISTRATION

Name of Secured Party

Diane L. Jansson

Signature of Secured Party

Diane L. Jansson
Attorney/Agent

Type or Print (Include Title if Company)

REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
BALTIMORE, MARYLAND 21202

1000
10/20

FILE NO. 125779
FILING DATE NO.
RECEIVED RECEIPTS.

11.00

BOOK - 480 PAGE 292

200011

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es) Lee-Dico Pallet Manufacturing Corporation 325 Lokus Road Odenton, MD 21113</p>	<p>2. Secured Party(ies) and address(es) Allied Lending Corporation 1625 Eye Street, N.W. Washington, D.C. 20006</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office): DEC 5 11:05 AM '99 BALTIMORE COUNTY CLERK</p>
<p>4. This financing statement covers the following types (or items) of property: furniture, fixtures, machinery, equipment (excluding titled motor vehicles), inventories (raw materials, work-in-progress, finished goods and supplies), accounts receivable, contract rights, and all tangible and intangible assets now owned or later acquired, whether or not purchased with loan proceeds, and all proceeds and products thereof, located at the above address or elsewhere.</p>		<p>5. Assignee(s) of Secured Party and Address(es) RECEIVED FEE 12.00 POSTAGE .50 BY AIR MAIL 11.00 DEC 5 1999</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: County Clerk

Lee-Dico Pallet Manufacturing Corporation

Allied Lending Corporation

By: Franklin Wilds President
Signature(s) of Debtor(s)

By: Clyde D. Gault
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

71150 REAL ESTATE TITLE COMPANY
 111 E. LEXINGTON
 BALTIMORE, MARYLAND
 Mailed to: _____
 FILE NO. 125779
 PLEASE PRINT OR NO.
 OR RECORDED RECEIPTS.

1/10
 2/11
 8

BOOK - 480 PAGE 293

AP FINANCING

FINANCING STATEMENT

254515

TO BE RECORDED
IN THE FINANCING
STATEMENT RECORDS AND
LAND RECORDS

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: MOUNTAIN RIDGE LIMITED PARTNERSHIP
c/o Hendersen-Webb, Inc.
1025 Cranbrook Road
Cockeysville, Maryland 21030
(herein, the "Debtor")
- 2. NAME AND ADDRESS OF SECURED PARTY: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attn.: Director of Administration
(herein, the "Secured Party")
- 3. NAME AND ADDRESS OF ASSIGNEE: MARYLAND NATIONAL BANK,
as Trustee
10 Light Street
Baltimore, Maryland 21202
Attn.: Corporate Trust Department
(herein, the "Assignee")

4. This Financing Statement covers the following types (or items) of property:

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever (but not including personal property owned by any tenants occupying all or any portion of the Real Property, as defined below) now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all

RECORDED
POSTAGE
26.00
#74972 0155 002 110:47
DEC 6 94

RECEIVED
1994 DEC -6 AM 10:52
E. ANDREY COLLISON
CLERK

26
2/2

67

alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; together with all proceeds (cash and non-cash) thereof, including the proceeds of any and all insurance policies in connection therewith. The Real Property is also described in a certain Deed of Trust dated as of November 30, 1984 (the "Closing Date"), between the Debtor and Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, trustees (the "Deed of Trust").

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore made (but not yet received by the Debtor) or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases and subleases of the Real Property, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder (but subject to the obligations imposed with respect to the same by Section 8-203 of the Real Property Article of the Annotated Code of Maryland or any successor provision of

law), whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(e) The interest of the Debtor in the Construction Fund and the Bond Fund, each created under the Trust Agreement (hereinafter defined).

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and the Loan Agreement dated as of the Closing Date, between the Secured Party and the Debtor (the "Loan Agreement") as security for a loan made by the Secured Party to the Debtor (the "Loan") under and pursuant to the Loan Agreement, which Loan is evidenced by a Deed of Trust Note dated as of the Closing Date from the Debtor to the Secured Party. Such security interest has been assigned by the Secured Party to the Assignee under and pursuant to a Trust Agreement dated as of November 1, 1984 between the Secured Party and the Assignee, entered into as security for the Secured Party's Anne Arundel County, Maryland Multifamily Rental Housing Revenue Bonds (Mountain Ridge Limited Partnership Project), 1984 Series, dated as of November 1, 1984, issued pursuant to the Maryland Economic Development Revenue Bond Act, as amended.

6. Proceeds (cash and non-cash) and products of the collateral are also covered.

Debtor:

MOUNTAIN RIDGE LIMITED
PARTNERSHIP

→ By: Hendersen-Webb, Inc.,
General Partner

By *Samuel M. Trivas*
SAMUEL M. TRIVAS Vice Pres.

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By *Walter N. Chitwood*
Walter N. Chitwood,
Controller

Assignee:

MARYLAND NATIONAL BANK,
as Trustee

By *Robert F. Catlin II*
ROBERT F. CATLIN, II
Asst. Corporate Trust Officer

BOOK - 480 PAGE 296

Mr. Clerk: Return to: Robert L. Doory, Jr., Esquire
Miles & Stockbridge, 10 Light Street,
Baltimore, Maryland 21202

DESCRIPTION OF LAND

ALL that lot or parcel of land situate in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at the beginning of the twelfth line described in a deed dated January 28, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1727, folio 514, et al, which was conveyed by Welsh Homes, Incorporated, to Phyllis Realty, Inc., thence running and binding along all of the said twelfth and part of the thirteenth line of the above mentioned conveyance, the two following courses and distances, viz: (1) North 28° 02' 16" West 285.36 feet, (2) South 79° 21' 33" West 904.98 feet to the east side of Crain Highway as now laid out and shown on a State Road Commission Plat No. 44860, as recorded in a deed dated July 28, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2990, folio 224, which was conveyed by Phyllis Realty, Inc., Harriett Realty, Inc., and Fran Realty, Inc. to the State of Maryland, thence leaving the said thirteenth line and running along the east side of said Crain Highway, the ten following courses and distances, viz: (1) North 06° 15' 41" West 51.41 feet, (2) North 03° 35' 39" East 50.36 feet, (3) North 00° 52' 23" West 50.99 feet, (4) North 05° 51' 48" East 50.16 feet, (5) North 07° 00' 14" East 50.09 feet, (6) North 05° 51' 48" East 50.16 feet, (7) North 09° 21' 59" East 53.53 feet, (8) North 15° 10' 39" East 96.81 feet, (9) North 18° 58' 03" East 102.09 feet, (10) North 10° 26' 21" East 27.04 feet to intersect the twenty-second line described in the above mentioned conveyance, thence leaving the east side of said Crain Highway and binding on part of said twenty-second line and part of the first line described in the above mentioned conveyance, the two following courses and distances, viz: (1) North 85° 12' 35" East 689.41 feet, (2) North 11° 09' 49" West 120.73 feet, thence leaving the said first line and running for lines of division through the lands of the above mentioned grantor, the five following courses and distances, viz: (1) South 86° 27' 54" East 85.00 feet, (2) South 77° 27' 54" East 150.00 feet, (3) South 84° 57' 54" East 35.61 feet, (4) North 10° 25' 44" East 224.44 feet, (5) North 30° 59' 41" West 22.67 feet to intersect the south side of Hospital Drive (60 foot right-of-way) as now laid out and described in a deed dated January 21, 1965 and recorded in the aforesaid Land Records in Liber 1837, folio 209, which was conveyed by Fran Realty, Inc., et al, to Anne Arundel County, thence binding along the south side of said Hospital Drive, the two following courses and distances, viz: (1) South 79° 34' 16" East 75.00 feet, (2) by a curve to the right having a radius of 470.00 feet, an arc length of 63.18 feet, said arc having a chord bearing of South 75° 43' 13" East 63.13 feet to a point on the west side of a 15 foot easement as described in the above last mentioned conveyance, thence leaving the south side of said Hospital Drive and binding along the said easement the three following courses and distances, viz: (1) South 19° 02' 42" West 44.94 feet, (2) South 70° 57' 18" East 15.00 feet, (3) North 19° 02' 42" East 44.94 feet to intersect the south side of said Hospital Drive, thence leaving the said easement and binding along the south side of said Hospital Drive, the two following courses and distances, viz: (1) by a curve to the right having a radius of 470.00 feet, an arc length of 163.92 feet, said arc being subtended by a chord bearing South 60° 09' 42" East 161.72 feet,

BOOK - 480 PAGE 298

(2) South 50° 13' 29" East 143.89 feet to the west boundary line of Sun Oil Company property as shown on a plat recorded among the aforesaid Land Records in Liber M.S.H. No. 2323, folio 644; thence binding along the said west boundary and along the south boundary, the two following courses and distances, viz: (1) South 39° 47' 21" West 200.06 feet, (2) South 50° 12' 00" East 215.00 feet to intersect the seventh line described in the above first mentioned conveyance, said point also on the northwesternmost side of Elvaton Road, thence leaving the south boundary line and binding along the northwesternmost side of Elvaton Road and along the said seventh line for a part of its distances and along all of the eighth line described in the above first mentioned conveyance, the two following courses and distances, viz: (1) South 40° 41' 52" West 338.46 feet, (2) South 40° 41' 46" West 99.73 feet, thence leaving the northwesternmost side of said Elvaton Road and the end of the said eighth line, thence for a new line of division, South 40° 33' 41" West 37.44 feet to the beginning of the eleventh line described in the above first mentioned conveyance, thence binding on said eleventh line, South 40° 36' 38" West 227.50 feet to the place of beginning. Containing 19.155 acres of land, more or less.

BEING the same property which by deed dated December 9, 1982 and recorded among the Land Records of Anne Arundel County in Liber C.A.C. 3542, folio 490, was granted and conveyed by PHYLLIS L. ATTMAN, LEONARD J. ATTMAN, FANNIE B. KISHTER, ALBERT A. KISHTER, HARRIET R. GLAZER and LOWELL R. GLAZER, Trading as Southgate Holding, a Maryland general partnership, to MOUNTAIN RIDGE LIMITED PARTNERSHIP, a Maryland limited partnership, in fee simple.

Mailed to:

Real Estate Title

FINANCING STATEMENT

251816

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

- 1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attn.: Director of Administration
(herein, the "Debtor")
- 2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK,
as Trustee
10 Light Street
Baltimore, Maryland 21202
Attn.: Corporate Trust Department
(herein, the "Secured Party")

3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to and remedies under: (i) the Loan Agreement dated as of November 30, 1984 (the "Closing Date") between the Debtor and Mountain Ridge Limited Partnership, a Maryland limited partnership (the "Borrower"), together with any and all modifications, alterations, amendments and supplements thereto (the "Loan Agreement"), including (without limitation) any and all security referred to therein; (ii) the Deed of Trust Note dated as of the Closing Date from the Borrower to the Debtor in the principal amount of \$8,000,000, together with any and all modifications, alterations, amendments and supplements thereto (the "Note"); (iii) the Deed of Trust dated as of the Closing Date between the Borrower and Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, as Trustees, together with any and all modifications, alterations, amendments and supplements thereto (the "Deed of Trust"); (iv) the Personal Guaranty Agreement dated as of the Closing Date, executed and delivered by Robert E. Meyerhoff in favor of the Debtor and the Secured Party, together with any and all modifications, alterations, amendments and supplements thereto (the "Personal Guaranty"); and (v) the Declaration and Agreement of Restrictive Covenants dated as of the Closing Date among the Borrower, the Debtor and the Secured Party, together with any and all

1100
80

RECORDED FEE 11.00
INDEXED FEE 1.50
73 0055 R02 710:47
1981 DEC -6 AM 10:52
COLLISON
CLEAN

modifications, alterations, amendments and supplements thereto (the "Declaration").

(b) All moneys payable by the Borrower to the Debtor pursuant to the Note and the Loan Agreement and all other revenues of the Debtor attributable to the financing of a certain facility located in Anne Arundel County, Maryland (the "Facility"), pursuant to the Act (hereinafter defined), including (without limitation) any moneys realized from the sale of any security for the loan evidenced by the Note and the Loan Agreement and secured by the Loan Agreement and the Deed of Trust, and any moneys realized from the Personal Guaranty.

(c) All moneys which are at any time or from time to time on deposit in the Bond Fund and the Construction Fund, each of which have been created under the Trust Agreement (hereinafter defined).

(d) All right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time by delivery or writing of any kind conveyed, pledged, assigned or transferred, as and for additional security under the Trust Agreement by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party.

Provided, however, that there shall be excluded from the property described in this paragraph 3 all Reserved Rights of the Issuer (as defined in the Trust Agreement).

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to a Trust Agreement dated as of November 1, 1984 between the Debtor and the Secured Party (the "Trust Agreement"), entered into as security for the Debtor's Anne Arundel County, Maryland Multifamily Rental Housing Revenue Bonds (Mountain Ridge Limited Partnership Project), 1984 Series, dated as of November 1, 1984 (the "Bonds"), issued pursuant to the Maryland Economic Development Revenue Bond Act, as amended (the "Act").

5. Proceeds and products of the collateral are also covered.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By Walter N. Chitwood
Walter N. Chitwood,
Controller

Secured Party:

MARYLAND NATIONAL BANK,
as Trustee

By Robert P. Catlin II
ROBERT P. CATLIN, II
Asst. Corporate Trust Officer

Willed to: Real Estate Title - 2 - Title

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242903

RECORDED IN LIBER 450 FOLIO 461 ON June 14 '82 (DATE)

1. DEBTOR

Name Govatos, George P.
Address 3367 Harnes Creek, Annapolis, MD 21403

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

RECORD FEE 10.00
POSTAGE .50
NOV 14 1984 101 11:39
DEC 6 84

1984 DEC -6 PM 12:14
E. JUDITH COLLISON
CLERK

JOHN DEERE COMPANY

Dated 29 Nov. 1984

(Signature of Secured Party)
R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00
.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK - 480 PAGE 302

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Maryland Environmental Service, Dept. of Natural Resources, State of Maryland

Address 177 Admiral Cochrane Drive, Annapolis, MD 21401

2. SECURED PARTY
Name State Equipment, Div. of Seacorp National, Inc.

Address 30 Keller Avenue, Lancaster, PA 17601

ASSIGNEE: Dresser Leasing Corporation, 3 Gateway Center, Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Mailed to: _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

520,660-M1
One (1) New I-H Payscraper, Model 412B, S/N 16106

RECORD FEE 11.00
POSTAGE .50
NOV 24 10 40 AM '84
DEC 6 84

1984 DEC - 6 PM 12:14
E. ADAMS COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John D. Seyffert, Director

John D. Seyffert
(Signature of Debtor)

STATE OF MARYLAND

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn S. Conklin, Reg. Gen. Mgr.

Glenn S. Conklin
(Signature of Secured Party)

STATE EQUIPMENT, DIV. OF SEACORP
NATIONAL, INC.

Type or Print Above Signature on Above Line

11/20/84

BOOK - 480 PAGE 303

254813

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): Allen Aris T. Allen Faye W. 1323 Magnolia Avenue Arundel on The Bay Annapolis, MD 21401		2. Secured Party(ies) Name(s) and Address(es): Cortlandt Realty Associates I, L.P.; c/o Merrill Lynch, Pierce, Fenner & Smith 1 Liberty Plaza New York, NY 10080		3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 DEC 5 1984	
5. This Financing Statement covers the following types (or items) of property: All right, title and interest in Debtor's limited partnership interest in Cortlandt Realty Associates I, L.P., a Delaware limited partnership. <input type="checkbox"/> Products of the Collateral are also covered.				6. Assignee(s) of Secured Party and Address(es)	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:				9. Name of a Record Owner	

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate Below)

****RECORDATION TAX DOES NOT APPLY.**

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					
By: <u>Faye W. Allen</u> <u>[Signature]</u> Signature(s) of Debtor(s)			CORTLANDT REALTY ASSOCIATES I, L.P. By: <u>ML CORTLANDT REALTY CORPORATION</u> <u>[Signature]</u> Signature(s) of Secured Party(ies)		

(1) Filing Officer Copy-Numerical
(5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK
1984 DEC -6 PM 12:14
E. AUBREY COLLISON
CLERK



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Isaacs, Edward W. 356 Westbury Dr. Riva, MD 21140	2. Secured Party(ies) Name(s) and Address(es): CORTLANDT REALTY ASSO- CIATES I, L.P., c/o MER- RILL LYNCH LEASING, INC. One Liberty Plaza New York, NY 10080	4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50 TOTAL 11.50	
5. This Financing Statement covers the following types (or items) of property: All right, title and interest in Debtor's limited partnership interest in Cortlandt Realty Associates I, L.P., a Delaware limited partnership		6. Assignee(s) of Secured Party and Address(es)	
<input type="checkbox"/> Products of the Collateral are also covered.		7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate Below)	
8. Describe Real Estate Here: Anne Arundel County, MD	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner	

****RECORDATION TAX DOES NOT APPLY.**

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
- under a security agreement signed by debtor authorizing secured party to file this statement, or
 - which is proceeds of the original collateral described above in which a security interest was perfected, or
 - acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 - when the collateral was brought into the state, or when the debtor's location was changed to this state.

CORTLANDT REALTY ASSOCIATES I, L.P.
BY: ML CORTLANDT REALTY CORPORATION

By Edward W. Isaacs
Signature(s) of Debtor(s)

By James Dreyer
Signature(s) of Secured Party(ies)

11/5/84

(1) Filing Officer Copy-Numerical
(5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

Mailed to Secured Party

RECEIVED
SECURITY DEPT. ANNE ARUNDEL COUNTY

1984 DEC -6 PM 12:14

E. AUBREY COLLISON
CLERK

254850

BOOK - 480 PAGE 305

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

1. Debtor(s) (Last Name First) and Address(es)
Shields, Robert J.
1354 Kinloch Circle
Arnold, MD 21012

2. Secured Party(ies) Name(s) and Address(es)
Cortlandt Realty Associates
I, L.P.
c/o Merrill Lynch Leasing, Inc.
One Liberty Plaza
New York, New York 10080

3. The Debtor is a transmitting utility.

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
POSTAGE .50
106-454 0040 R02 11143
DEC 6 84

5. This Financing Statement covers the following types (or items) of property:

All right, title and interest in debtor's limited partnership interest in Cortlandt Realty Assoc. I, L.P., a Delaware Limited Partnership.

6. Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered

Anne Arundel County MD

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate Below)

****RECORDATION TAX DOES NOT APPLY.**

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 - when the collateral was brought into the state, or when the debtor's location was changed to this state.

Robert J. Shields

Cortlandt Realty Associates I, L.P.

By: ML Cortlandt Realty Corporation

By

Robert J. Shields

Signature(s) of Debtor(s)

By

Frank P. Bello

Signature(s) of Secured Party(ies)

11/9/84

(1) Filing Officer Copy-Numerical (5/82)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

Mailed to Secured Party

RECEIVED BY FILING OFFICER
ANN ARUNDEL COUNTY

1984 DEC -6 PM 12:15

E. AUGUST COLLISON
CLERK



CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

BOOK - 480 PAGE 306

MARYLAND TERMINATION STATEMENT

Date Novemeber 30, 1984

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Eidth Sueta
Box 276 Donaldson Ave
severn, MD 21144

2. Secured Party and address (Type complete corporate name): thorp Credit
7966 Crian Hwy
Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:

Liber 420 Page 334

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Mailed to Secured Party

Thorp Credit
(TYPE COMPLETE CORPORATE NAME)

By: [Signature] MANAGER
Samuel J Wilson

(Type signature below name)

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1984 DEC -6 PM 1:03

PK

1000/50

BOOK - 480 PAGE 307
STATE OF MARYLAND

254852

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. Paul Leonard, Inc.
Address 1007 Shire Court, Crofton, Maryland 21114

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Highway, 450 & 178, Annapolis, Maryland 21401
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

RECORD FEE 17.00
POSTAGE 50
TOTAL CHARGES 17.50
DEC 6 84
Mailed to: _____

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. Paul Leonard, Inc.

[Signature]
(Signature of Debtor)

J. Paul Leonard, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

[Signature]
(Signature of Secured Party)

Rhoda L. Baldwin, President

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNAPOLIS, MARYLAND

1984 DEC -6 PM 1:04

E. AUBREY COLLISON
CLERK

17.50

ASSIGNMENT

BOOK - 480 PAGE 308

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated November 27, 1984 between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee, and J. Paul Leonard, Inc., 1007 Shire Court, Crofton, Maryland 21114 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 11,805.96 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of November, 1984

Baldwin Service Center, Inc. (Seal)
(Seller/Lessor/Mortgagee)
By Shoda L. Baldwin, Pres.

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CALS

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: J. Paul Leonard, Inc.
(Seller) (Buyer)
Defense Highway, 450 & 178, Annapolis, MD 21401 1007 Shire Court, Crofton, MD 21114
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) Used International 3500A Diesel Wheel Loader Backhoe with ROPs, 24" bucket, S/N 2125 BOOK - 480 PAGE 309 * Description of any Trade-In:	(1) CASH SALE PRICE	\$ 14,175.00
	(2) DOWN PAYMENT in Cash	\$ 3,375.00
	(3) DOWN PAYMENT in Goods* (Trade-in Allowance)	\$ -0-
	(4) UNPAID BALANCE [Items (1)-(2)-(3)]	\$ 10,800.00
	(5) INSURANCE and other Benefits	\$ -0-
	(6) OFFICIAL or DOCUMENTARY FEES	\$ 100.00
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 10,900.00
	(8) FINANCE CHARGE (Time Price Differential)	\$ 905.96
	(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 11,805.96
	(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 15,180.96

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1007 Shire Court Crofton Anne Arundel Maryland
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eleven thousand eight hundred five and 96/100 ***** Dollars (\$ 11,805.96)

being the above indicated Contract Price (hereinafter called the "time balance") in 12 successive monthly installments, commencing on the 1st day of January, 19 85, and continuing on the same date each month thereafter until paid; the first 11 installments each being in the amount of \$ 983.83 and the final installment being in the amount of \$ 983.83 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential.*No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: November 27 19 84 BUYER(S)-MAKER(S):
 Accepted: Baldwin Service Center, Inc. (SEAL) J. Paul Leonard, Inc. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: Shirley A. Baldwin, Pres. By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 By: _____
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

INITIAL
 HERE

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of over-due payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York. Holder agrees to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer herein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agrees to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any present or future provisions of law hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing to the whole of the balance due and Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

_____ (Witness)

BOOK - 480 PAGE 310

INITIALS
 HERE
 INITIA
 HERE
 INITIA
 HERE

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal
Amount is \$ _____

To Be Recorded in Land Records (For
Fixtures Only).

201853

NAME	ADDRESS			
1. Debtors(s)	No.	Street	City	State
Nicholas J. Mangione	Rt. 198 &	Brock Bridge Rd.	Laurel, MD	20707

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-21
located at Rt. 198 & Brock Bridge Rd., Anne Arundel County 20707

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown
Service Station MD-21

CHECK THE LINES WHICH APPLY

RECORD FEE 11.00
POSTAGE .50
STAMPED COPY MD 114109
DEC 6 84

4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~ _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s)
CROWN CENTRAL PETROLEUM CORPORATION	<i>Nicholas J. Mangione</i> By: Nicholas J. Mangione
By: <i>N.K. Cooper, Jr.</i>	_____
Type Name N.K. Cooper, Jr.	_____
Title Assistant Secretary	_____

Type or Print Name and Title of Each Signature

Mailed to Secured Party

ANNE ARUNDEL COUNTY
1984 DEC -6 PM 2:20
E. ADRIAN COLLISON
CLERK

11/21

02

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal
Amount is \$ _____

To Be Recorded in Land Records (For
Fixtures Only)

254857

NAME	No.	Street	City	State
1. Debtors(s)				
Leo J. Zerhusen	7690	Quarterfield & Old Stage	Glen Burnie, MD	21061

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-15
located at 7690 Quarterfield & Old Stage Anne Arundel County MD

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown
Service Station MD-15

RECORDING FEE 11.00
POSTAGE .50
#769021 0355 102 114110
DEC 6 84

CHECK THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

~~Title Owner of Real Estate:~~ _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:
CROWN CENTRAL PETROLEUM CORPORATION

By: N.K. Cooper
Type Name N.K. Cooper
Title Assistant Secretary

Debtor(s)
Leo J. Zerhusen
By: Leo J. Zerhusen

Type or Print Name and Title of Each Signature

Mailed to Secured Party

11/30/50

RECEIVED BY RECORD
CLERK COUNTY
1904 DEC -6 PM 2:20
E. AUDREY COLLISON
CLERK

FINANCING STATEMENT

Maryland
L-71-UCC
Rev. 9/78

Date 11/29/84
Statement No. _____
Liber _____ Folio _____

This Financing Statement is presented to the Clerk of Courts for filing and recording pursuant to the provisions of Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland.

TO BE RECORDED IN THE LAND RECORDS
(check if lien is to be taken on fixtures)

1. Debtor(s): Carter C. Shepherd Eloise W. Shepherd
Address: 5423 Southern Md. Blvd.
Lothian, Md. 20711

2. Secured Party: Southern Md. Production Credit Association
Address: P. O. Box 99 Hughesville, Md. 20637

3. This Financing Statement covers the following types of property if covered:

- OTHER COLLATERAL (give type)
- ACCOUNTS RECEIVABLE, CONTRACT RIGHTS
- CROPS
- MACHINERY AND EQUIPMENT
- LIVESTOCK AND SUPPLIES USED OR PRODUCED IN FARMING OPERATIONS
- FIXTURES
- INVENTORY
- PROCEEDS AND PRODUCTS OF COLLATERAL
- ALL STOCK OR RIGHTS TO STOCK OF THE DEBTOR IN THE SECURED PARTY
- ALL AFTER ACQUIRED COLLATERAL OF THE ABOVE TYPES

RECORDING FEE 12.00
POSTAGE .50
NOV 29 1984
DEC 6 84

4. Where collateral is crops or fixtures the farm involved is described as follows: Located in _____ District, _____ County, Maryland, and is bounded on the North by lands of _____ ; on the East by lands of _____ ; on the South by lands of _____ ; and on the West by lands of _____ and contains approximately _____ acres.

PRODUCTION CREDIT ASSOCIATION
(Secured Party)

Carter C. Shepherd (Debtor)
Eloise W. Shepherd (Debtor)

By Catherine L. Boswell (Debtor)
(Authorized Representative)

✓ After recordation the Clerk is requested to mail this Financing Statement to Southern Maryland Production Credit Association
(address)

15207 Marlboro Pike
Upper Marlboro, Md. 20772

Mailed to: _____

RECORDED & INDEXED
1984 DEC -6 PM 3:09
E. AUBREY COLLISON
CLERK

12.00/50

BOOK - 480 PAGE 314

254857

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) United Propane, Inc. 205 Najoles Rd. Millersville, Maryland 21108 (Ann Arundel Co.)	2 Secured Party(ies) and Address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Route 1 Gibsonburg, Ohio 43431 (Sandusky Co.)	3 For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

4 This financing statement covers the following types (or items) of property:

Note 882
See attached for tank serial numbers.

Subject to Recordation Tax PAID
Ann Arundel County Circuit Court
\$27311.00 Valuation
\$3.30 per 1000.00 of Valuation
= 90.13 tax

RECORDATION FEE 11.00
POSTAGE .50
40485 0040 501 113407
DEC 6 84

Check if covered: Proceeds of Collateral are also covered
 Products of Collateral are also covered

No. of additional sheets presented:

Filed with: County Recorder

United Propane, Inc. (Title)

Chemi-Trol Chemical Co.

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]* Fin. Div. Mgr.
Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

Revised 6/83

STANDARD FORM - UNIFORM COMMERCIAL CODE - OBA UCC-1

Mailed to Secured Party

RECEIVED FOR RECORD
ANN ARUNDEL COUNTY

1984 DEC -6 PM 3:10

E. AUBREY COLLISON
CLERK



11/01/80

CHEMI-TROL CHEMICAL CO.

GIBSONBURG, OHIO 43431

TANK DIVISION
238 West State Street
FREMONT, OHIO 43420

PHONE | Area Code 419
334-2664



CHEMICAL DIVISION
2776 C. R. - 69 R. - 1
GIBSONBURG, OHIO 43431

PHONE | Area Code 419
665-2367

SERIAL NUMBERS NCTE 882

LP GAS STORAGE TANKS - 3-124 Gal.: 318131, 318132, 318133. 3-250 Gal.:
311305, 311306, 311372. 5-500 Gal.: 317724, 317726, 318326, 318327,
318528. 10-1000 Gal.: 319558, 319559, 319561, 319563, 319564, 319565,
319566, 319567, 319571. 54-420#: 41777, 41943, 41772, 41789, 41784,
41806, 41920, 41795, 41941, 41791, 41937, 41774, 41786, 41927, 41946, 41930
41925, 41737, 41910, 41798, 41785, 41790, 41792, 41788, 41732, 41787, 41750,
38121, 38185, 38093, 38163, 38094, 38115, 38188, 38180, 37887, 38132, 38244,
38154, 38146, 38124, 38167, 38168, 38207, 38111, 37969, 38155, 38247, 38145,
38088, 38239, 38255, 38108, 38134.

BOOK - 480 PAGE 316

254673

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

United Propane, Inc.
205 Najoles Rd.
Millersville, Maryland
Ann
(Arundel Co.) 21108

2 Secured Party(ies) and Address(es)

Chemi-Trol Chemical Co.
2776 C.R. 69, Route #1
Gibsonburg, Ohio 43431
(Sandusky County)

3 For Filing Officer
(Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

7-1000 Gal.: 311724, 311725, 311726, 311729, 311727, 321082, and 321083
LP Gas Storage Tanks

Subject to Recordation Tax PAID
Ann Arundel County Circuit Court
\$7952.00 Valuation
\$3.30 per \$1000.00 of Valuation
= 24.24

Note No. 897

RECORD FEE 11.00
POSTAGE .50
NOV 27 1984 10:13:10
DEC 6 84

Check if covered: Proceeds of Collateral are also covered
 Products of Collateral are also covered

No. of additional sheets presented:

Filed with: County Recorder

United Propane, Inc.

Chemi-Trol Chemical Co.

By: X *[Signature]*

Signature(s) of Debtor(s)

By: *[Signature]*

Signature(s) of Secured Party(ies)

Fin. Div. Mgr.

Filing Officer Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

Revised 6/83

STANDARD FORM - UNIFORM COMMERCIAL CODE - OBA UCC-1

Mailed to Secured Party

11.00
11.50

RECEIVED E. A. COLLISON
ANN ARUNDEL COUNTY

1984 DEC -6 PM 3:10

E. AUBREY COLLISON
CLERK

KP

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 317
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Macola Advertising, Inc. 254859
T/A ACF Printing Services
Address 514 E. Crain Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) A. B. Dick 955 Copier
Serial Number 90107447

RECORD FEE 12.00
POSTAGE .50
#02488 DM0 R01 113:14
DEC 6 84

1984 DEC -6 PM 3:10
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Macola Advertising, Inc. T/A ACF Printing Services

X Joseph J. Macola, Jr.
(Signature of Debtor)

Joseph Macola, Jr./President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

National Surety Leasing, Inc.

[Signature]
(Signature of Secured Party)

ALICE HARDESTY
Type or Print Above Signature on Above Line

Mailed to Secured Party

1200/50

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax - Conditional Sales Contract
Recordation Tax of \$ _____ on _____
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1 DEBTOR: District Courts of Maryland
(Name or Names)
Rowe & Taylor Boulevard, District Courts Building, Annapolis, Maryland 21401
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2 SECURED PARTY: Union-Tidewater Financial Company, Inc.
(Name or Names)
P. O. Box 2373, Baltimore, Maryland 21203 Attn: Dept. #7G2353
(Address)

3 ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4 This Financing Statement covers the following types (or items) of property:

See Schedule "A" attached hereto and made
a part hereof.

RECEIVED
11-00
1984
DEC 6 1984

NOT SUBJECT TO RECORDATION TAX -- CONDITIONAL SALES CONTRACT

1984 DEC - 6 PM 3:10
E. HOWARD LULLISON
CLERK

5 The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes [checked] No []
Products of Collateral are also covered: Yes [] No [checked]

DEBTOR(S):
District Courts of Maryland
By: Thomas H. Meustrow
(Title)
(Type or print name of person signing)

SECURED PARTY:
Union-Tidewater Financial Company, Inc.
By: Thomas E. Howard
(Type or print name of person signing)

By: _____
(Title)
(Type or print name of person signing)

Return To: Union Tidewater Financial Company, Inc.
P.O. Box 1077 Baltimore, MD 21203

Mailed to secured
1100
.50

SCHEDULE A

Quantity Ordered Quantity Shipped

4 4 DTS 521 registers w/2K CMOS, 16K EDAC
 4 4 Folio Printers

<u>Registers</u>	<u>Printers</u>
520528	511181
520486	511172
519196	511174
520350	511164

28 28 DTS 521 registers w/2K, 6K CMOS
 28 28 Folio Printers

<u>Register</u>	<u>Printer</u>	<u>Register</u>	<u>Printer</u>	<u>Register</u>	<u>Printer</u>
520482	511160	520570	511057	519103	511167
520531	511196	519102	511188	520431	511108
520483	511169	520499	511185	520432	511103
520569	511056	520534	511180	520433	101064
520485	511197	520533	511157	520434	511102
520529	511176	519195	511195	520567	511118
520573	511178	520571	511161		
519104	511173	520532	511184		
520484	511111	519109	511055		
520535	511182	520530	511190		
520568	511170	520566	511113		

8 8 Folio Printers
 8 8 DTS 521 registers w/2K CMOS, 8K EDAC

<u>Registers</u>	<u>Printers</u>
520348	511058
520355	511183
520349	511175
520347	511171
520598	511116
520599	511129
520539	511101
520338	511144

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 5,700.00

FINANCING STATEMENT

THE ORIGINAL PHILADELPHIA STYLE III, INC., NIKOLAS MAMALIS

1. Debtor(s):

Name or Names—Print or Type
490 Ritchie Highway, Severna Park, Maryland 21146
Address—Street No., City - County State Zip Code

SOCRATES MAMALIS and SOPHIA MAMALIS

Name or Names—Print or Type
490 Ritchie Highway, Severna Park, Maryland 21146
Address—Street No., City - County State Zip Code

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.
Name or Names—Print or Type
140 S. Azar Avenue, Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 14.00
RECORDING TAX 38.50
POSTAGE .50
TOTAL 53.00
1984 DEC 6 10:43 AM
DEC 8 84

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): THE ORIGINAL PHILADELPHIA STYLE III, INC.

SECURED PARTY:

By Nikolas Mamalis
Nikolas Mamalis, President
Nikolas Mamalis
Nikolas Mamalis
Socrates Mamalis
Socrates Mamalis
Sophia Mamalis
Sophia Mamalis

BALTIMORE CIGARETTE SERVICE, INC.
By Robert E. Carlucci
(Company, if applicable)
Robert E. Carlucci, President
(Signature of Secured Party)
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Joel Margolis, Esq. 200 E. Lexington Street
1313 Court Square Bldg., Baltimore, Md. 21202
Lucas Bros. Form F-1

Mailed to: _____

1984 DEC -6 PM 3:11
E. AUBREY COLLISON
CLERK

14.00
38.50
50

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 490 Ritchie Highway, Severna Park, Maryland 21146 (Beer and Wine License).

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 236591

RECORDED IN LIBER 4134 FOLIO 75 ON Feb. 9, 1981 (DATE)

1. DEBTOR: Name Robert D & Janet Neff
Address 8204 Riverside Dr. Pasadena, Md 21122

2. SECURED PARTY: Name Commercial Credit S & A
Address 612 Ritchie Hwy
Sewena Park, Md 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input checked="" type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>	<p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>	

RECORD FEE 10.00
POSTAGE .50
#0-178 0040
DEC 6 84

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Mailed to Secured Party

10.00
10.50

Dated 10-26-84 B C Johnston
(Signature of Secured Party)

B. C. Johnston
Type or Print Above Name on Above Line

1984 DEC -6 PM 3:11

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK - 480 PAGE 323

FINANCING STATEMENT FORM UCC-1

Identifying File No. 254802

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated December, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kinder-Care Learning Centers, Inc.

Address 4505 Executive Park Drive, Montgomery, AL 36116

2. SECURED PARTY

Name See Appendix II hereto

Address

Person And Address To Whom Statement Is To Be Returned If Different From Above. Roy S. Goldfinger, Esq., 1800 Huntington Bldg., Cleveland, Ohio 44115

December 1, 2004

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Appendix I hereto and Exhibit A and B thereto

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 25.00

POSTAGE .50

874532 0105 002 125478

By: [Signature]

(Signature of Debtor)

Richard L. Grassgreen, Executive Vice President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

DEC 6 84

20/50

Mailed to: Lawyers TITA

All buildings, structures, additions, improvements, facilities fixtures, fittings, machinery, apparatus, installations, furniture, equipment and other property now or hereafter located in, upon or under, or based at the Project Site, as defined in the Deed of Trust and Security Agreement (Pasadena site) dated as of December 1, 1984 (the "Mortgage"), between the Debtor, as mortgagor, and the Secured Party, the Trustee under the Trust Indenture between the Secured Party and Anne Arundel County, Maryland (the "Issuer"), dated as of December 1, 1984, as trustee for the benefit of the Issuer and its assigns, as beneficiary, and filed for record with the Clerk of Circuit Court of Anne Arundel County, Maryland on December 6, 1984 as Instrument No. 3823-666; excluding, however, Personal Property as defined in and installed pursuant to Section 4.3 of the Master Mortgage incorporated in the Mortgage. The foregoing property is referred to as the "Project Facilities" in the Mortgage and includes, but is not limited to, the property described in Exhibit A attached hereto. The real property now comprising the Project Site is described in Exhibit B attached hereto, of which the Debtor is owner of record.

All rentals, revenues, payments, repayments, income, charges and moneys derived by the Company from the lease, sale or other disposition of the Project Site or Project Facilities and the proceeds from any insurance or condemnation award pertaining thereto.

EXHIBIT A

BOOK - 480 PAGE 325

PROJECT FACILITIES

Kinder-Care Learning Centers, Inc. desires to finance costs of acquiring, constructing and equipping an approximately 7,400 square foot child day care facility to be constructed in Pasadena, Anne Arundel County, Maryland at the southwest corner of Lake Shore Plaza Court at Lake Shore Plaza in the vicinity of the intersection of Mountain Road and Route 100.

The facility to be constructed is a one-story, air conditioned building located on approximately one acre of land and constructed in accordance with a model design developed by Kinder-Care. The center will contain open classroom and play areas and complete kitchen and bathroom facilities.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

EXHIBIT B

BOOK - 480 PAGE 326

PROJECT SITE

LEGAL DESCRIPTION

BEGINNING for the same at a pipe found at the intersection of the Northern right-of-way line of Maryland Route 100 as delineated on Maryland State Roads Commission Right-of-Way Plat No. 33450 with the Twelfth or South 06 degrees 05 minutes 30 seconds West 1122.61 foot line of the Second parcel of the conveyance from George C. Schmidt and wife to Mario Anallo, Et Al, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1480, Folio 196, thence binding on the North side of Maryland Route 100 and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) North 87 degrees 23 minutes 01 seconds West 175.00 feet to an iron pipe set and being located South 87 degrees 23 minutes 01 seconds East 3.97 feet from an iron pipe found on said Northern right-of-way line, thence binding on the East side of a Utility Easement Parcel as shown on the subdivision plat Resubdivision of Lot Five, "Lake Shore Plaza" dated January 1964 prepared by John B. Harms, Jr. & Associates, Inc. and intended to be recorded among the Plat Records of Anne Arundel County, Maryland,

(2) North 17 degrees 51 minutes 05 seconds West 195.00 feet to an iron pipe set thence binding on the North side of said Utility Easement and on part of the North side of Lot 5G,

(3) North 64 degrees 59 minutes 05 seconds West 59.75 feet to an iron pipe set on the South side of Postal Court cul-de-sac having a radius of 53.00 feet thence binding on the East side of said cul-de-sac,

(4) By a curve to the left having a radius of 53.00 feet an arc length of 41.02 feet being subtended by a chord North 25 degrees 01 minutes 09 seconds East 40.00 feet to an iron pipe set, thence binding on the South sides of Lot 5E as shown on the aforementioned Record Plat,

(5) South 64 degrees 59 minutes 05 seconds East 150.76 feet to an iron pipe set, thence

(6) North 88 degrees 28 minutes 18 seconds East 130.62 feet to an iron pipe set on the aforementioned twelfth line of the conveyance to Mario Anallo, Et Al said pipe also located South 81 degrees 21 minutes 42 seconds

East 50.07 feet from a pipe found marking the end of the First or South 06 degrees 05 minutes 30 seconds West 503.35 foot line of a conveyance from Mario Anello, Et Al to Union Trust Company of Maryland recorded among the aforesaid Land Records in Liber 2398, Folio 222, thence binding on a part of said twelfth line,

(7) South 01 degree 21 minutes 42 seconds East 194.52 feet to the point of beginning,

CONTAINING 0.9677 acres of land more or less.

SUBJECT to a variable width utility easement as shown on the subdivision plat Resubdivision of Lot Five "Lake Shore Plaza" dated January 1984 as aforementioned.

Also known as Lot 5F in a subdivision known as "Resubdivision of Lot Five, Lake Shore Plaza" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 93, folio 23 said to contain .9677 acres of land more or less.

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

APPENDIX II

Names and Addresses of Secured Parties

First Alabama Bank of Montgomery, N.A.
P.O. Box 5260
Montgomery, Alabama 36103-5260
Attention: Trust Department Corporate Bond,
as Trustee for the benefit of

Anne Arundel County, Maryland
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration,
and its assigns as beneficiary

NOTE: Anne Arundel County has assigned its rights as beneficiary to First Alabama Bank of Montgomery, N.A., pursuant to the Trust Indenture dated as of December 1, 1984 between the County and the Bank.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 329
Identifying File No. 251803

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated December, 1984, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anne Arundel County, Maryland
Address Arundel Center, Calvert and Northwest Streets, Annapolis, MD 21401

2. SECURED PARTY

Name First Alabama Bank of Montgomery, N.A.
Address P. O. Box 5260, Montgomery, AL 36103-5260

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Roy S. Goldfinger, Esq., 1800 Huntington Bldg., Cleveland, Ohio 44115

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Appendix I hereto

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

By: [Signature]
(Signature of Debtor)
O. JAMES LIGHTHIZER
(Type or Print Above Name on Above Line)

RECORD FEE 11.00
POSTAGE
#76501 0065 002 115427
DEC 8 84

(Signature of Debtor) Type or Print Above Signature on Above Line

(Signature of Secured Party) Type or Print Above Signature on Above Line

Mailed to: Lawyers Title

APPENDIX I

All right, title and interest of the Debtor in and to (1) the Revenues, as defined in the Trust Indenture (the "Indenture") dated as of December 1, 1984 between the Debtor and the Secured Party, as Trustee, securing the Debtor's Industrial Development Revenue Bonds (Kinder-Care Learning Centers, Inc. Project), Series 1984 (the "Bonds"), including without limitation (a) all Loan Payments, as defined in the Loan Agreement dated as of December 1, 1984 (the "Agreement") between the Debtor and Kinder-Care Learning Centers, Inc. (the "Company"), (b) all other moneys received or to be received by Debtor or Secured Party in respect of repayment of the Loan (as defined in the Agreement), including, without limitation, moneys in the Bond Fund, as defined in and created under the Indenture, (c) any unexpended moneys in the Project Fund as defined in and created under the Indenture and (d) all income and profit from the investment of the foregoing moneys; (2) the Agreement, except for the Unassigned Issuer's Rights, as defined in the Agreement; and (3) the Deed of Trust and Security Agreement covering the Pasadena site of the Project and the Deed of Trust and Security Agreement covering the Odenton, Severna Park and Glen Burney sites of the Project, both dated as of December 1, 1984 from the Company to the Secured Party as trustee thereunder for the benefit of Debtor and its assigns, as beneficiary.

4 80-331
-332
-333
-334
-335
-336

No's NOT USED

12-6-84

4 80-331
- 332
- 333
- 334
- 335
- 336

No's NOT USED

12-6-84

480-331
-332
-333
-334
-335
-336

No's NOT USED

12-6-84

480-331
-332
-333
-334
-335
-336

NO's NOT USED

12-6-84

4 80-331
-332
-333
-334
-335
-336

No's NOT USED

12-6-84

480-331
-332
-333
-334
-335
-336

No's NOT USED

12-6-84

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 240103 recorded in
Liber 443, Folio 112 on October 20, 1981 at Anne Arundel County
Date Location

1. DEBTOR(S):

Name(s) Variety Syndicate, Inc.
Address(es) 8571 Ft. Smallwood Road, Pasadena, Md. 21122

2. SECURED PARTY:

Name Maryland National Bank
Address 8480 Ft. Smallwood Road, Pasadena, Md. 21122

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. INVENTORY

1981 DEC -5 PM 3:55
E. ANDREY & COLLISON
CLERK

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

Maryland National Bank
By *Carl G. Hornfeck*
Carl G. Hornfeck, Asst. Vice-President
(Type, Name and Title)

RECORD FEE 10.00
POSTAGE .50
474573 1055 012 115:50
DEC 6 81

Mailed to Secured Party

751000

FINANCING STATEMENT

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

1. Debtor(s) NAME Street City State

Great Atlantic Canning Co., Ltd Partnership T/A Key West Shipping Co.
100 Main St., 2nd Floor, Annap., Md. 21401

2. Secured Party: SUBURBAN BANK
~~6610 Rockledge Drive, Bethesda, Md. 20817~~ 31-35 Light St.
 Attn: Loan Administration Balt., Md. 21202

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

1904 DEC -6 AM 11:33
 E. ADRIAN COLLISON
 CLERK

RECORD FEE 12.00
 POSTAGE .50
 MAR 22 10:49 AM '84
 DEC 7 84

Secured Party: SUBURBAN BANK

By: [Signature]
 Type Name Thomas A. Holland, III
 Title Vice President

Debtor(s) or Assignor(s)
Great Atlantic Canning Co., Ltd Partnership
T/A Key West Shipping Co.
[Signature]
 Robert Katzen, Gen Partner
[Signature]
 Michael Regan, Gen Partner
[Signature]
 Type or Print Name and Title of Each Signature

Mailed to Secured Party

12⁰⁰/₅₀

MARYLAND TERMINATION STATEMENT

Date December 4, 1968

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Warren R Dufrene Sr Renee M Dufrene
1018 Waterbury Heights Dr
Crownsville, Maryland 21032

2. Secured Party and address (Type complete corporate name): Thorp Credit Inc. of
Maryland, 1914 Forest Drive
Annapolis, Maryland 21401

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: file #236798 Liber 434 Page 443

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Credit Inc. of Maryland
(TYPE COMPLETE CORPORATE NAME)

By: Gregory Fuchs MANAGER

(Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

Mailed to Secured Party

RECEIVED IN RECORD
DEPT. OF COMMERCE & COUNTY

1984 DEC -6 AM 11:34

E. AUBREY COLLISON
CLERK

10.00
50
101 11:02
DEC 7 84

251007

BOOK - 480 PAGE 340

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) United Propane, Inc. 205 Najoles Rd. Millersville, MD 21108 (Ann Arundel Co.)	2 Secured Party(ies) and Address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Route 1 Gibsonburg, Ohio 43431 (Sandusky Co.)	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 TOTAL DUES AND FEES 11.50 DEC 7 84
--	--	---

4 This financing statement covers the following types (or items) of property:

LP Gas storage tanks with serial nos. as follows;

4-1000 Gal.: 322850, 322851, 322852, 322854, 3-500 Gal.: 322865, 322866, 322867.
18-420 lb. cylinders: 43591, 44107, 44121, 44114, 43598, 43590, 43558, 44196,
44137, 43633, 44238, 43619, 43599, 43576, 43593, 43632, 43634, 44237.

Subject to Recordation Tax PAID
Ann Arundel County Circuit Court
\$14613.00 Valuation @ 3.30 per
\$1000.00 = \$48.22

Check if covered: Proceeds of Collateral are also covered
 Products of Collateral are also covered

No. of additional sheets presented:

Filed with: County Recorder

United Propane, Inc.

By: *[Signature]*
Signature(s) of Debtor(s)

Chemi-Trol Chemical Co.

By: *[Signature]* Bin. Div. Mgr.
Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

Revised 6/83

STANDARD FORM - UNIFORM COMMERCIAL CODE - OBA UCC-1

11/50

Mailed to Secured Party

RECEIVED FOR RECORD
ANN ARUNDEL COUNTY
1984 DEC -6 AM 11:34
E. AUBREY COLLISON
CLERK

251653

BOOK - 480 PAGE 342

FINANCING STATEMENT

For Filing Officer Use	
File No.....	.....
Date &	.....
Hour.....	.....

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

INSLAW, INC.	1125	15th St., N.W., Suite 600	Washington, D.C.	20005
--------------	------	------------------------------	------------------	-------

Name of Secured Party or assignee	No.	Street	City	State
CAPITAL SYSTEMS, INC.	1235	Jefferson Davis Hwy.,	Arlington, Va.	22207

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit "A" attached hereto and made a part hereof.

This financing statement is filed for information purposes only, pursuant to Section 9-408 of the Uniform Commercial Code, to protect the rights of Capital Systems, Inc. as lessor and owner of the equipment.

ASSIGNEE: The National Bank of Washington
4340 Connecticut Ave., N.W.
Washington, D.C. 20008

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

INSLAW, INC.

Steven E. Claggett

Steven E. Claggett

(Type or print name under signature)

CAPITAL SYSTEMS, INC.

_____(Seal)
(Corporate, Trade or Firm Name)

Howard G. Ulep

Signature of Secured Party or Assignee

Howard G. Ulep, President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

THE NATIONAL BANK OF WASHINGTON
4340 Connecticut Ave., N.W.
Washington, D.C. 20008

RETURN TO:

RECEIVED FOR RECORD
1984 DEC -6 AM 11:35
E. AUDREY COLLISON
CLERK

11/00
50

THE FOLLOWING EQUIPMENT LOCATED AT: 9602-C George Palmer Hwy, Lanham, MD

(2) 3350-A2 w/1320/8150 S/Ns 31230/31015
(1) 3350-B2 S/N 45827
(2) 3350-C2 w/8150 S/Ns 62181/61009
(8) 3278-2 w/4621 S/Ns 7G010/36Y77
36Y8012C66
7D802/7G008
7W980/12C63
(1) 3274-C31 w/6302/3701/6901/6902/6903 S/N 12090
(3) 3350-B2 42960/54238/54267
(1) 3203-5 S/N 15494
(1) 3803-2 w/8100 S/N 23779
(1) 4341-M2 S/N 13499
(1) 3278-2A w/4632 S/N 6X029
(2) 3420-4 w/6425 S/Ns 47570/38572
(1) 3880-1 w/8170 S/N 15485
(1) 3274D31 S/N 24680

STATE OF MARYLAND

BOOK - 480 PAGE 344

204550

Financing Statement (Form UCC-1)

Identifying File No. _____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

1. LESSEE: PRECISE SCALE COMPANY, INC.
512 Crain Highway NW, Bay 17
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
NOV 27 1984 11:29
DEC 7 84

2. LESSOR: BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
ELLICOTT CITY, MD 21043

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)

Monroe 7860 Accounting Machine

SIN R124702

1984 DEC -6 AM 11:36
E. MURPHY ELLISON
ALEX

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

PRECISE SCALE COMPANY, INC.

BUTLER AND COMPANY, INC.

Name of Lessee

Name of Lessor

BY:

Signature of Lessee

BY:

Signature of Lessor

Greg Hubert Pres.
Type or Print Name, include title

DEBORAH STRAN, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043

11⁰⁰/₅₀

301/1

BOOK - 480 PAGE 345

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Trans-American Leasing Corporation The Steffey Bldg., Ste. 200-B 407 Crain Highway XXX Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Irvington Federal Savings and Loan Association 4102-08 Frederick Avenue Baltimore, MD 21229	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This statement refers to original Financing Statement No. 252613 filed (date) July 18, 1984 with Anne Arundel County

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

- 1 (One) Contractor I Estimating Computer System with 10 Mega-Byte Drive S/N 2026
- 1 (One) DS-180 Printer S/N 19409
- 1 (One) Custom Keyboard S/N 2314
- 1 (One) Standard Keyboard S/N 1982

RECORD FEE 10.00
 MAR 12 1984
 REC 7 84

..... IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
 By *[Signature]*
 Signature(s) of Debtor(s) (only on amendment) By Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

10.00

Mailed to Secured Party

FILED FOR RECORD
 1984 DEC -6 PM 1:19 (KP)
 E. AUDREY COLLISON
 CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 346
Identifying File No. 251590

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~John R. O'Neill & Wayne R. O'Neill~~ John R. & Wayne R.
Address 5496 Brooks Wood Road, Lothian, Maryland 20711

2. SECURED PARTY

Name ~~Massy Ferguson Credit Corp.~~ South End Garage
Address ~~P.O. Box 10357, Des Moines, Iowa 50306~~ Hughesville, Md.
Assignee: massy Ferguson Credit Corp. P.O. Box 10357, Des Moines, Ia 50306
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - New MF 850 Combine SN# 27295
- 1 - New MF 1163 Corn Head SN# 113440
- 1 - New MF 9000 Grain Table SN# 000149
- 1 - New MF VII Reel SN# 131663

Anne ~~Arundel~~
44-19005 8404619

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

*not subject to recordation taxes

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 12.00
470769 0237 R02 100148
DEC 11 34

Mailed to Assignee

John R. O'Neill
(Signature of Debtor)

JOHN R. O'NEILL
Type or Print Above Name on Above Line

Wayne R. O'Neill
(Signature of Debtor)

WAYNE R. O'NEILL
Type or Print Above Signature on Above Line

W. Miamie A. Bridgett
(Signature of Secured Party)

WILLIAM A. BRIDGETT/SOUTH END GARAGE, INC.
Type or Print Above Signature on Above Line

125

1984 DEC 11 AM 8:54
E. MERRILL COLLISON
CLERK

BOOK - 480 PAGE 347

STATE OF MARYLAND

254591

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Holmatro, Incorporated
Address 523 Benfield Road, Severna Park, Maryland 21146

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Mita Copier, Model 111
Serial Number 46067274

1984 DEC 11 AM 8:54
E. ADRIAN COLLISON
CLERK

RECORDING FEE 11.00
POSTAGE 50
416170 0237 602 103149
DEC 11 84

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Holmatro, Incorporated

X
(Signature of Debtor)
Kees Smeehuyzen - Exec. V.P.
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.
Carole Hardesty
(Signature of Secured Party)
Carole Hardesty
Type or Print Above Signature on Above Line

Mailed to Secured Party

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AT&T
Address 1120 20th STREET N.W. Washington DC 20036

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE PANASONIC KX-E 708 TYPEWRITER SERIAL NUMBER 4FQ62A15188
ONE PANASONIC KX-E 40 MEMORY BOARD
ONE PANASONIC KX-E 30 MAGNETIC TAPE UNIT

EQUIPMENT
LOCATION - 60 WEST STREET, ANNAPOLIS MD 21401

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)
A T & T

Mailed to Secured Party

RECORD FEE 11.00
POSTAGE .50

#76771 0237 002 708149
DEC 11 84

X Thomas E. Chilcott
(Signature of Debtor)

X THOMAS E. CHILCOTT
Type or Print Above Name on Above Line

Regional Director
(Signature of Debtor)

Type or Print Above Signature on Above Line

National Surety Leasing, Inc.

Carole Hardesty
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

1150

1984 DEC 11 AM 8:54
E. ADRIAN E. COLLISCH
CLERK

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 452 Page No. 420
Identification No. 243718 Dated Aug. 9, 1982

1. Debtor(s) { Charles M. and Linda Thompson
Name or Names—Print or Type
766 208th Street, Pasadena MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p>

1984 DEC 11 AM 9:05
E. ALBERT COLLISON
CLEAR
KP

RECORD FEE 13.00
POSTAGE .50
#16773 0237 802 108154
DEC 11 84

Dated: NOV. 30 1984
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

135

Anne Arundel Co. 11.50

BOOK - 480 PAGE 350

254893

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

11/16/84

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SAIA CONCRETE

Address 1 WILLOW COURT STEVENSVILLE, MD 21666

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY ANNAPOLIS, MD 21401

Assignee of Secured Party

*Kubota Credit Corp USA 4444 Shackelford Rd. Pikesville, MD 21093

* Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1- New Kubota Tractor Model B8200DT S/n 60164
- 1- New Kubota Front Loader Bf300 S/N 12592
- 1- New Kelly Backhoe Model #30 S/N 841933-062638

13400-832831

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bruce Saia
(Signature of Debtor)

Bruce D. Saia (Saia Concrete)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

Mailed to Assignee

1984 DEC 11 AM 9:05
E. AUBREY COLLISON
CLERK

115

Armed Arundel
11.50

BOOK - 480 PAGE 351

254834

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 11-28-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HERMAN J. MAJEROWICZ
Address 715 MAGOTHY ROAD ARNOLD, MD. 21012

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HWY. ANNAPOLIS, MD 21401

Assignee of Secured Party:

Kubota Credit Corp. USA 4414 Shackleton Rd. Norcross, Ga. 30093
A Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1- New Kubota Tractor S/N 60714
- 1- New Kubota Front End Loader S/N 12727

RECORD FEE 11.00
POSTAGE .50

13400-833509

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)
Herman J. Majerowicz
Type or Print Above Name on Above Line
Herman J. Majerowicz
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
Baldwin Service Center Inc.
Type or Print Above Signature on Above Line

Mailed to Assignee

11.50
KUBOTA
NOV 27 1984
ATLANTA

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robert C. Plummer, III
Ruth F. Wood

Chesapeake Mobile Home Court #162
Ridge Chapel Road
Hanover, Maryland 21076

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1965 Crossland Mobile Home Expa 50x17 Serial #60A610700
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Robert C. Plummer III

ROBERT C. PLUMMER, III

Ruth F. Wood

RUTH F. WOOD

THE SAVINGS BANK OF BALTIMORE

BY Michelle D'Arcangelo

RECORD FEE 12.00
POSTAGE .50
476778 (237) 707:01
DEC 11 84

1984 DEC 11 AM 9:06
E. ARTHUR COLLIER
CLERK

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, which has been assigned to The Savings Bank of Baltimore.

PCS 0847

Mailed to Secured Party

123

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) Audiovox Corp. 800 Crain Highway Glen Burnie, MD 31061	2 Secured Party(ies) and address(es) The Chase Manhattan Bank, NA 1 Chase Manhattan Plaza New York, NY 10081 Att: UCC Section Expense 33079	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: See Schedule A attached. (NOT SUBJECT TO RECORDATION TAX)		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00 2/17/84 12:34 PM 109:07 DEC 11 84

(oppenheimer-cmp-18) (4)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: ANNE ARUNDEL COUNTY CLERK, MD.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

Audiovox Corp. _____ The Chase Manhattan Bank, NA _____
 By: John Shalam *[Signature]* By: Marc J. Oppenheimer, 2VP *[Signature]*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States) ARUNDEL Co

1984 DEC 11 AM 9:36
 E. ARUNDEL COUNTY CLERK
 RECEIVED
 11

Mailed to Secured Party



All personal property and fixtures of Debtor wherever located and whether now owned or in existence or hereafter acquired or created, including, without limitations, all goods, documents, instruments, general intangibles, chattel paper, accounts and contract rights (such terms having the respective meanings ascribed by the Uniform Commercial Code).

251897

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wang Laboratories, Inc.

Address One Industrial Avenue, Lowell, Massachusetts 01851

2. SECURED PARTY

Name Citicorp Leasing, Inc.

Address 470 Totten Pond Road, Waltham, Massachusetts 02154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto and made a part hereof.
009815-014 *NOT SUBJECT TO RECORDATION TAX.*

RECORD FEE 11.00
DEC 11 1984 11:11 AM
DEC 11 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John G. Mates
(Signature of Debtor)

John G. Mates, Wang Laboratories, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CITICORP LEASING, INC.

Kathleen D. Barrett
(Signature of Secured Party)

Kathleen D. Barrett, Citicorp Leasing, Inc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

11

From Records, City MS

REPORT DATE 07/09/84

SCHEDULE A
W A M U L A B O R A T O R I E S I N C .
LEASE COMPANY -- SC A CITICORP
SORTED BY INVOICE NUMBER, SERIAL NUMBER

LOAN POOL	INVOICE NUMBER	SERIAL NUMBER	QUAN QTY	NET AMT	ADVANCE AMOUNT	Model Number	Lessee Name and Installation Address
12	2133	600598	983MH	70.20	\$1,579.50	DSF-1T	Westinghouse Electric Corp. Rte. 50 at Bay Bridge, Flr. 2 Annapolis, MD 21404
		AY1537	983MH	282.70	\$6,360.75	7582T	
	INVOICE NUMBER TOTAL			352.90	\$7,940.25		
13	2255	AY1172	467MH	292.70	\$6,360.75	7582T	Westinghouse Electric Corp.
13	2255	JU4491	467MH	226.90	\$5,105.25	7536-4T	Oceanic Div.
13	2255	KN2354	467MH	419.20	\$9,432.00	7505T	Rte. 50 at Bay Bridge
13	2255	CH6139	467MH	0.00	\$0.00	7511T	Annapolis, MD 21404
	INVOICE NUMBER TOTAL			928.80	\$20,898.00		

BOOK - 480 PAGE 358

STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) CHAS. H. STEFFEY, INC. 18 E. LEXINGTON ST. Baltimore, Maryland 21202	2. Secured Party(ies) and address(es) ETNA LIFE INSURANCE COMPANY 151 FARMINGTON AVE. HARTFORD, CT 06115	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. 13404 Book 20, Page 176
Filed with Anne Arundel County Date Filed 11-16-64 19

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

SECTION FEE 10.00
 POSTAGE 50
 STAMP 0007 109:14
 DEC 17 84

No. of additional Sheets presented: _____
 ETNA LIFE INSURANCE COMPANY
 By: B. J. White
 Assistant Vice President
 Signature(s) of Secured Party(ies)

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

1984 DEC 11 AM 9:36
 E. AUBREY COLLISON
 CLERK

1050

HANCOCK RESURANCE
 7907 BROOKHURST RD
 BETHESDA, MD 20814

Amount subject to Recordation Tax \$20,000.00.

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

DEMAR ENTERPRISES, INC.
504 Baltimore-Annapolis Blvd.
Severna Park, MD 21146

2. NAME AND ADDRESS OF SECURED PARTIES:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- a. Equipment, fixtures and furniture now owned (see Exhibit "A" attached hereto), or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.
- b. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.
- c. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.
- d. All contract rights now in force or hereafter acquired.

Principal amount of this debt is \$75,000.00 to creditor.

RECORDED
TAX 11.00
POSTAGE 140.00
FEE 50
STAMPS 0237 102 100 31
DEC 11 84

DEBTORS:

SECURED PARTY:

DEMAR ENTERPRISES, INC.

FARMERS NATIONAL BANK OF MARYLAND

BY *Robert M. Ash*

BY *[Signature]*

AFTER RECORDATION return to:

MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
145 Main/Gorman Streets, P. O. Box 921
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS, MD 21404
(301) 263-8855

11/50
140/5

EQUIPMENT LIST

- 2 #363 Esty 2000 facial machines
- 2 Skin Dynamus high frequency units
- 2 Brandt facial chairs
- 1 Stir-0-Dry Sanitizer
- 2 Amber Spa Parafin Bath
- 1 Porta Pat by Malmark
- 3 Brandt facila stools with backs
- 2 Leder high power magnifying lamps
- 1 554 Backwash System
- 5 #2100 Avanti Hydraulic Styling Chairs
- 2 #2100 810 W Avanti Hairdryers
- 1 Robot Cabinet Storage
- 1 Portable 810-W Dryer
- 1 477 Stool with back
- 1 3030 Manicure table with magnifying lamp
- 3 Hair Styling Stations with mirrors
- 1 Reception Desk
- 2 5 foot glass display cases
- 2 Teleconcepts fixture phones
- 1 Wolff System tanning bed
- 3 sets of Merrilat Base Cabinets with sinks
- 3 sets of Merrilat Head Cabinets

maryland national bank

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s) Dockside Yacht Sales, Inc. Address(es) 326 First Street
Annapolis, Maryland 21403

6 Secured Party Address 326 First Street, Suite 6
Maryland National Bank Annapolis, Maryland 21403
 Attention: L.S. Seidl

1984 DEC 10 PM 4:47
 E. MURPHY & COLLISON
 CLERK

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference

Dockside Yacht Sales, Inc.
Lars Honan (Seal)
 President

Secured Party
 Maryland National Bank
Karen M. Brown (Seal)
 Sr. Consumer Credit Officer
 Type name and title

 (Seal)

 (Seal)

 (Seal)

11.00
 50
 1

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 240405 recorded in
Liber 466, Folio 480 on 10/19/84 at Annapolis, Maryland
Date Location

1. DEBTOR(S):

Name(s) Dockside Sailing Yachts, Inc.
Address(es) 326 First Street, Annapolis, Anne Arundel, Md. 21403

2. SECURED PARTY:

Name National Bank of Washington
Address P. O. Box 39997, Washington, D.C. 20016

Person and Address to whom Statement is to be returned if different from above.
Maryland National Bank
326 First Street, Suite 6, Annapolis, Maryland 21403 ATTN: L. S. Seidl

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY
National Bank of Washington

Paul Conroy
By Paul Conroy, AVP

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to Secured Party

1984 DEC 11 AM 10:40
E. AUBREY COLLISON
CLERK

REGISTRATION FEE 10.00
STAGE .50
414822 0237 102 110:35
DEC 11 84

105

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 249403 recorded in

Liber 466, Folio 478 on 10/19/83 at Annapolis, Md.
Date Location

1. DEBTOR(S):

Name(s) Dockside Sailing Yachts, Inc.

Address(es) 326 First Street, Annapolis, Anne Arundel, Md. 21403

2. SECURED PARTY:

Name National Bank of Washington

Address P. O. Box 39997, Washington, D.C. 20016

Person and Address to whom Statement is to be returned if different from above.

Maryland National Bank
326 First Street, Suite 6, Annapolis, Maryland 21403 ATTN: L. S. Seidl

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY
National Bank of Washington
Paul Conroy
By Paul Conroy, AVP

10.00
50
102 710:35
DEC 11 84

DEBTOR(S)

(Type, Name and Title)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to Secured Party

105

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 242404 recorded in
Liber 466, Folio 479 on 10/19/84 at Annapolis, Md.
Date Location

1. DEBTOR(S):

Name(s) Dockside Sailing Yachts, Inc.
Address(es) 326 First Street, Annapolis, Anne Arundel, Md. 21403

2. SECURED PARTY:

Name National Bank of Washington
Address P. O. Box 39997, Washington, D.C. 20016

Person and Address to whom Statement is to be returned if different from above.
Maryland National Bank
326 First Street, Suite 6, Annapolis, Maryland 21403 ATTN: L. S. Seidl

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

National Bank of Washington

By Paul Conroy, AVP

(Type, Name and Title)

RECORDING FEE 10.00
POSTAGE .50
276824 0237 002 110:36
DEC 11 84

1984 DEC 11 AM 10:40
E. AUGER, CLERK

Mailed to Secured Party

10/10

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 249406 recorded in
Liber 466, Folio 481 on 10/19/84 at Annapolis, Maryland
Date Location

1. DEBTOR(S):

Name(s) Dockside Sailing Yachts, Inc.
Address(es) 326 First Street, Annapolis, Anne Arundel, Md 21403

2. SECURED PARTY:

Name National Bank of Washington
Address P. O. Box 39997, Washington, D.C. 20016

Person and Address to whom Statement is to be returned if different from above.
Maryland National Bank
326 First Street, Suite 6, Annapolis, Maryland 21403 ATTN: L. S. Seidl

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

National Bank of Washington
Paul Conroy
By Paul Conroy
A.V.P.
(Type, Name and Title)

RECORDED FEE 10.00
POSTAGE .50
DEC 11 1984 11:36
DEC 11 84

1984 DEC 11 AM 10:40
E-ADDRESS COLLECTION
CLERK

Mailed to Secured Party

185

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record: Land } Liber. 441 Folio 407 File No. 239510
 Financing Statement } Date of Financing Statement 1 September 1981

DEBTOR (OR ASSIGNOR)

Name	Address
Dockside Sailing Yachts, Inc.	326 First Street Annapolis, Maryland 21403

1984 DEC 11 AM 10:40
RECEIVED
K.P.

RECORDING FEE 10.00
POSTAGE .50
RECEIVED 1237 PM 11:37
DEC 11 84

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

Dated: 10 December, 1984. By *[Signature]*
Secured Party (or Assignee) A.J.P.

Mail to: The Farmers National Bank of Annapolis
5 Church Circle
Annapolis, Maryland

Mailed to Secured Party

AA COUNTY

BOOK - 480 PAGE 367

MARYLAND TERMINATION STATEMENT

Date 12-4-84, 198xx

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: REGINALD & EMMA F HENTHORN 7689 OLD ANNAPOLIS RD GLEN BURNIE MD 21061

2. Secured Party and address (Type complete corporate name): THORP CREDIT INC OF MD 7701 HARFORD RD BALTO MD 21234

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: ID# 222100 Liber 396 Page 309

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

THORP CREDIT INC OF MD (TYPE COMPLETE CORPORATE NAME)

By: W. A. Painter (Signature) MANAGER

W A PAINTER

(Type signature below name)

AE 1/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORDING FEE 10.00
POSTAGE 50
#12006-0007 402 113-27
DEC 11 84

1984 DEC 11 AM 11:30
E. AMERY COLLISON
SM

Mailed to Secured Party

105

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Interior Concepts, Inc.
2806 Solomon's Island Road
Edgewater, Maryland 21037

BOOK - 480 PAGE 369

Peoples Security Bank of Maryland
4351 Garden City Drive
Landover, Maryland 20785

11-18-84
9:38

#09776 0345 R01 T09:38

LIBER 444 PAGE 58

4 This financing statement covers the following types (or items) of property:

All accounts receivable and inventory now owned or hereafter acquired from time to time wherever located and the proceeds thereof.

5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

MAILED TO: Maryland National Bank

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Anne Arundel Co 10.00
POSTAGE .50

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 000 715:00

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date September 25, 1984

WILLIAM COLLISON

(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as on acknowledgement. William W. Friel, Jr.

(3) Filing Officer Copy-Acknowledgement

BOOK - 480 PAGE 370

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed 1/80

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 232345 recorded in
Liber 424, Folio 573 on 4-29-80 (Date).

DEBTOR(S):
Name(s) Institute for Resource Management, Inc.
Address(es) 428 Fourth Street, Annapolis, AA Co., MD 21403

2. SECURED PARTY:
Name Maryland National Industrial Finance Corporation
Address 300 East Joppa Road, Towson, Maryland 21204

Person and Address to whom Statement is to be returned if different from above.
Maryland National Bank, P. O. Box 871, Annapolis, Maryland
21404, ATTN: Peggy Hall

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

CONTINUATION The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECEIVED
POSTAGE
10.00
50
3/28/84 055 002 115:04
DEC 11 84

9. SIGNATURES.

SECURED PARTY
Maryland National Industrial
Finance Corporation
By *Stephen C. Cromwell*
Stephen C. Cromwell, Vice President
(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

1000
50

RECEIVED FOR RECORD
SAFETY COUNTY
1984 DEC 11 PM 3:28
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$350,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 12/5/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Auto Test Products, Ltd.
Address 2861 Jessup Road, Jessup, Maryland 20794-0190

2. SECURED PARTY

Name First American Bank of Maryland
Address 210 E. Lombard Street
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

John R. Wise, Esquire, Moore, Libowitz & Thomas, 334 St. Paul Place, Baltimore, Maryland 21202. N/A

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Attached Schedule A

RECORDATION FEE 11.00
PROPERTY TAX 2450.00
POSTAGE 50
TOTAL 2461.00
DEC 12 1984

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds of collateral are also covered

(Products of collateral are also covered)

AUTO TEST PRODUCTS, LTD

Christopher L. Frederick
(Signature of Debtor)

By: Christopher L. Frederick
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FIRST AMERICAN BANK OF MARYLAND

By: C. Wayne Davis
(Signature of Secured Party)

C. Wayne Davis - V.R.
Type or Print Above Signature on Above Line

SUBJECT TO RECORDATION TAX ON A DEBT IN THE PRINCIPAL AMOUNT OF \$350,000.00, WHICH HAS BEEN PAID TO THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

1984 DEC 12 AM 10:29
E. ARUNDEL COUNTY
CLERK

11-
2450.00

EXHIBIT A

1. Furniture and Equipment. All of Debtor's furniture, equipment, and supplies (including all present and future additions, attachments, accessions, substitutions, and replacements), used in or related to the Debtor's business, including, but not limited to, that which is described in any separate schedule at any time delivered by Debtor to Secured Party, and all proceeds thereof in any form whatsoever.

2. Inventory. All of the inventory of the Debtor of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work-in-progress or finished goods, all materials usable or used or consumed in Debtor's business, and all present and future substitutions thereof and additions thereto, and all proceeds and products thereof in any form whatsoever.

3. Accounts Receivable. All of Debtor's present and future accounts receivable, leases, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages, and returned, repurchased, and repossessed goods, all money due or to become Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Deposits. All deposits, credits, and accounts of the Debtor with or held by Secured Party.

AUTO TEST PRODUCTS, LTD.

By:

Christopher L. Frederick
Christopher L. Frederick

Anne Arundel 213444781 11/28 B

254919

BOOK - 480 PAGE 373

Purchaser's Name (Last name first) <u>Kiser, Wayne</u>		Purchaser's Mailing Address <u>2645 Conway Rd Odenton</u>		Zip Code	
Purchaser's Name (Last name first)		Purchaser's Mailing Address <u>md 21115</u>		Zip Code	
Seller's Name <u>Annapolis 4A Rental</u>		Seller's Address <u>1719 Lincoln Dr Annap Md 21401</u>		Zip Code	
DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:		PURCHASER'S SOC SEC NO (First Signer) OR TAXPAYER'S ID NO IF CORPORATION <u>213444781</u>			
QTY	New Used	Manufacturer	Model	GOODS (Equipment)	Serial No
1	U	JD	750	Compact Utility Diesel Tractor w/ front 4 wheel Dr w/ 67 loader bucket w/ ROPS bar & Safety Belt	Wagon K

1984 DEC 12 PM 12:37
E. ANDRE COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
MISPL. COAD ROL 112410
DEC 12 84

FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X THE ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction ~~is~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
Court St. & Deere Rd.
Syracuse, N. Y. 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box 385 4949
Syracuse, N.Y. 13201
13221

Debtor resides in Anne Arundel (County) md (State) - Note dated and signed 11/28/84 (Date) Debtor's Telephone No. (301) 261-6910

Wayne Kiser
(Debtor's Signature)

Annapolis 4A Rental
(Seller's Name)

Wayne Kiser
(Debtor's Signature)

David B Graham
(Seller's (Secured Party) Signature)

(Do not write below this line) David B Graham, V.Pres.

Mailed to Secured Party

11/28/84

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 11-19-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reese Scott
Address 374 Eagle Hill Rd Pasadena, Md 21122

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address 41 Defense Hwy Annapolis, Md 21401

Assignee of Secured Party

Kubota Credit Corp USA 4444 Shackleford Rd. Pincro, Va 20093
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1- Kubota Tractor Model B6200HSD S/N 50075
- 1- Kubota Mower Model Rc60-72 S/N 10388
- 1- Kubota Snowblower Model B748A S/N 13021
- 1- Kubota Tiller Model B422 S/N 4439
- 1- Bushhog Mower Model SQ48 S/N 114652
- 1- Jackson Cart Model 170 No S/N

RECORD FEE 11.00
POSTAGE .50
NOV 20 1040 AM 11:13
DEC 12 84

13400.833237

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Reese Scott
(Signature of Debtor)

Reese Scott
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Assignee

[Signature]
(Signature of Secured Party)

Baldwin Service Center Inc.
Type or Print Above Signature on Above Line

11/20/84

1984 DEC 12 PM 12:37
RECORDS & COLLECTIONS

254051

BOOK - 480 PAGE 375

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
CHARLES R. CHRIST
4008 HOLLY KNOLL DR.
GLEN ARM, MD 21057
Christ, Charles R.

2 Secured Party(ies) and address(es)
FIREMEN'S INSURANCE COMPANY
OF NEWARK, NEW JERSEY
c/o The Continental Corporation
180 Maiden Lane
New York, New York 10038

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Branford Associates Limited Partnership, a Massachusetts limited partnership, now owned or hereafter acquired, including but not limited to all of debtor's rights and interests in said partnership and any successor partnership, in and under the partnership agreement relating thereto, and in the net profits and net losses of such partnership and any distribution by such partnership.

5. Assignee(s) of Secured Party and Address(es)

EXEMPT FROM RECORDATION TAX

RETURN ACKNOWLEDGEMENTS TO
NATIONAL ARCHIVE INFORMATION
SERIES
NOV 17 1999

RECORD FEE 11.00
POSTAGE 2.50
1999 DEC 12 PM 12:31
COLLISION

Anne Arundel Co
MD

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
05F042

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By Charles R. Christ
Charles R. Christ - Investor
(1) Filing Officer Copy-Alphabetical

FIREMEN'S INSURANCE COMPANY
OF NEWARK, NEW JERSEY
By Clifton Brown
Clifton Brown - Assistant Vice President
(For Use in Most States)

STANDARD FORM - FORM UCC-1.

11/20/50

251932

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Dorian E. Muller 605 Pin Oak Rd. Severna Park, MD 21146 Muller, Dorian E.	2. Secured Party(ies) and address(es) FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY c/o The Continental Corporation 180 Maiden Lane New York, New York 10038
--	---

Far Filing Officer (Date, Time, Number, and Filing Office)

RECORDED BY 11:00
POSTAGE 1.50
NOV 12 1981
DEC 12 1981

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Branford Associates Limited Partnership, a Massachusetts limited partnership, now owned or hereafter acquired, including but not limited to all of debtor's rights and interests in said partnership and any successor partnership, in and under the partnership agreement relating thereto, and in the net profits and net losses of such partnership and any distribution by such partnership.

5. Assignee(s) of Secured Party and Address(es)

1981 DEC 12 PM 12:37
ALBANY COLLISION CLEAR

EXEMPT FROM RECORDATION TAX

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

65F242 - Anne Akordel
Ce/MV

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By Dorian E. Muller
Dorian E. Muller Investor
(1) Filing Officer Copy-Alphabetical

FIREMEN'S INSURANCE COMPANY
OF NEWARK, NEW JERSEY

By Clifton Brown
Clifton Brown Ass. Vice President
STANDARD FORM - FORM UCC-1.
(For Use In Most States)

Mailed to Secured Party

11/20/81

Not Subject to Recordation Tax
 Recordation Tax of \$ 273.00 on
Principal Amount of \$ 39,000.00s enclosed/
~~has been paid~~ (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Alvin Phelps T/A A. J. Phelps Land Clearing Company
(Name or Names)
P.O. Box 85 Jessup, Maryland 20794
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P.O. Box 1077 Baltimore, MD 21203
(Address)
Attn: Commercial Equipment Finance Dept. #7G2353

3. ASSIGNEE (if any) _____
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) Fleco Model 9R77840 clamp rake s/n: 79117; 3rd valve;
One (1) 1973 (Rebuilt) Caterpillar 977 L crawler loader s/n: 11K4289
Debtor also pledges as additional collateral:
Two (2) Caterpillar D-8 Crawler tractors s/n: 46AD823717, 46AD824865.

RECORDATION TAX HAS BEEN PAID IN THE AMOUNT OF \$273.00 AND RECORDED
IN THE CLERK OF THE CIRCUIT COURT ANNE ARUNDEL COUNTY, MARYLAND

Mailed to Secured Party

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S): Alvin Phelps T/A A. J. Phelps
Land Clearing Company
By: Alvin J. Phelps (Title)
(Type or print name of person signing)

SECURED PARTY:
Union Trust Company of Maryland
By: James W. Holmes, V.P.
(Type or print name of person signing)

By: _____ (Title)
(Type or print name of person signing)

Return To: Union Trust Company of Maryland
P.O. Box 1077 Baltimore, MD 21203
Attn: Commercial Equipment Finance Dept. #7G2353

RECORDED
1981 DEC 12 PM 12:38
E. MARYLAND CLERK
RECORD FEE 10.00
STAMPING FEE 23.00
POSTAGE .50
TOTAL 33.50
1981 DEC 12 11 24

12.00
273.00
50

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

<p>1. Debtor(s) (Last Name First) and address(es) STANLEY ENGINEERING CO., INC. 180 Penrod Ct. Bldg. F. Glen Burnie, MD 21061</p>	<p>2. Secured Party(ies) and address(es) Citizens Bank P. O. Box 149 Elizabethton, TN 37643</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RECORD TAX 22.00 POSTAGE .50 1984 DEC 12 PM 12:38 301 12 38</p>
<p>4. This financing statement covers the following types (or items) of property: ALL INVENTORY, FURNITURE & FIXTURES, ALL EQUIPMENT AND ACCESSORIES, ALL ACCOUNTS RECEIVABLE, ALL GENERAL INTANGIBLES NOW OWNED OR HERINAFTER ACQUIRED, including but not limited to the following: 1-Matsuura MC-500V Machining Center with Yasnac MX-1 Control Machining Center S/N 84023651, Yasnac Controls S36420100, 1 P/N 108., Trigpoint System Including 1/P/N 308, NCHO S/N 5609, 1 P/N 19031 CRT S/N 511686 W/Graphics Board S/N 7817, 1 P/N 19038 Epson Printer S/N 020113, 1 Yasnac Adapter, 1- Adaptor for (Board) Yasnac MX-1 Total amount of indebtedness \$84,100.00</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with: Register of Deeds, Anne Arundel County, Annapolis, Maryland

STANLEY ENGINEERING CO., INC. CITIZENS BANK
 By: [Signature] By: [Signature]
 Signature(s) of Debtor(s) President Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1. 11.00
588.00
.50

Mailed to Secured Party

1984 DEC 12 PM 12:38
 E. ANDREY COLLISON
 CLERK

MARYLAND FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) name(s) and address: David R. & Catherine Ridgley
5702 Plummer Lane Lothian, MD 20820

Secured Party and address (Type complete corporate name):
Landmark Finance Corporation
478 Elden Street Herndon, VA 22070

This Financing Statement covers the following types (or items) of property:
(Check box which applies)

All of the consumer goods including household goods, furniture and other personal property located in or about the debtors' premises at their address set forth above, including but not limited to: living room furniture, dining room furniture, bedroom furniture, kitchen stoves, refrigerators, dishwashers, clothes washers and dryers, electrical appliances of all types, room air conditioners, radio and television sets, record and tape playing sets and equipment, cameras, movie projectors, sewing machines, silverware, crystal, china, musical instruments, sports equipment, books, paintings, power and manual garden tools including lawnmowers, and power and manual wood and metal working tools.

Other personal property (Describe): _____

<input type="checkbox"/>	MAKE OF AUTO	YEAR	BODY	MOTOR NO.	SERIAL NO.
--------------------------	--------------	------	------	-----------	------------

The secured transaction being publicized by this FINANCING STATEMENT is (is not) subject to the Recordation Tax imposed by Article 81, Section 277 and 278, Annotated Code of Maryland, 1962 Suppl, as amended.

The Principal Amount of the Debt initially incurred which is secured by the Security Agreement which this Financing Statement publicized is \$ 2296.77

After recording, filing officer will please deliver or mail this statement to the SECURED PARTY herein whose name and address are set forth above.

SIGNATURES OF DEBTORS:

SIGNATURE OF SECURED PARTY OR ASSIGNEE OF RECORD:

David R. Ridgley Catherine Ridgley

Landmark Finance Corp.
(TYPE COMPLETE CORPORATE NAME)

By: Ma E Dewell
MANAGER

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

Secured Party:

Landmark Financial Services
478 Elden St. Herndon VA. 22070

By: Teria Bruggeman

(Type names below all signatures)

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

Mailed to Secured Party

B.L. CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1981 JAN 30 AM 10:55

W. GARRETT LARRIMORE
CLERK

5.00 14.00

10.00 .50

1981 DEC 12 PH12:38

E. STANLEY COLLISON

XP

RECORDED
POSTAGE
405757 0040
10.00
50
10.00
DEC 12 84

BOOK - 480 PAGE 380

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 384

Page No. 56

Identification No. 216724

Dated March 10, 1978

1. Debtor(s) { Howell R. and Phyllis J. Elliott
 Name or Names—Print or Type
 { 782 Evergreen Road, Severn (A.A.Co.), MD 21144
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
 { 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 13.00
 POSTAGE .50
 1978 DEC 12 11:30
 DEC 12 84

13.00
 1984 DEC 12 PM 12:38
 C. AUGUSTY COLLISON
 ELEM

Dated: DEC. 05 1984

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 409 Page No. 207
Identification No. 226248 Dated June 28, 1979

1. Debtor(s) John T. and Ruth C. Hubers
Name or Names—Print or Type
1 Wells Avenue, Glen Burnie, (A.A.Co.), MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECEIVED FEE 12.00
POSTAGE .50
1984 DEC 12 12:30
DEC 12 1984

Dated: DEC. 06 1984 Sears, Roebuck and Company
Name of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Signature of Secured Party
Type or Print (Include Title if Company)

Mailed to Secured Party

1370

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 455 Page No. 290
Identification No. 244766 Dated October 26, 1982

1. Debtor(s) { Donald and Patricia Burg
Name or Names—Print or Type
{ 320 Gambrills Road, Gambrills (A.A.Co.), MD 21054
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
{ 6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORDED RE 13.00
POSTAGE 1.50
304533 0040 501 112437
DEC 12 84

Dated: DEC 6 1984

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party



DEC 12 1984
12 12 84

BOOK - 480 PAGE 383

254955

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther's Leasing Transport, Inc.
Address 8350 Capel Drive, Pasadena, Maryland 21122

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All inventory, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

Mark Gunther Pres
(Signature of Debtor)

Mark Gunther, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Larry F. Kimmel

(Signature of Secured Party)

Larry F. Kimmel, Assistant Sec.

Type or Print Above Signature on Above Line

1990 DEC 12 PM 12:39
E. J. HULLISON

Mailed to Secured Party

1700
50

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 5, 1984 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
1	One (1) New 1985 Peterbilt Tandem Axle Conventional Tractor w/13 speed transmission, 400 Caterpillar Engine, The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.	1985	359	S/N 183605N

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

Y: _____

Purchaser, Mortgagor or Lessee:

Gunther's Leasing Transport, Inc.

By: Mark R. Pres.

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 5th day of December, 1984 by and between
**Gunther's Leasing Transport, Inc. having its principal place of business at
 8350 Capel Drive, Pasadena, Maryland 21122**

"Mortgagor" and **Credit Alliance Corporation**

"Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee will demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Gunther's Leasing Transport, Inc. (Seal)
Mortgagor

By: Mark H. H. Pres (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

} SS

Mark Gunther being duly sworn, deposes and says

- 1. He is the President of Gunther's Leasing Transport, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____

day of _____, 19 _____

Mark H. H.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____, SS
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19 _____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

<p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained</p>	<p>(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned</p>	<p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of Gunther's Leasing Transport, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer</p>
--	--	---

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 17,800.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court for Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 Chesapeake Sprinkler Company 7221 Grayburn Drive
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Maryanna Warfield 100 S. Charles Street
 Documentation Assistant Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Chesapeake Sprinkler Company
 BY: James R. Anderson, Jr., President (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 5TH FL.
 BALTIMORE, MARYLAND 21201

RECEIVED & RECORDED
 ANNE ARUNDEL COUNTY

1984 DEC 12 PM 12:39

E. ANNE COLLISON
 CLERK

Mailed to Secured Party

124.60
 11.50
 136.10

11.50
 122.50
 50

SCHEDULE A

BOOK - 480 PAGE 388

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a national banking association and Chesapeake Sprinkler Company, a Maryland General Corporation.

COLLATERAL

Section F (continued)

EZ-I Electronic Key Telephone System

Section G (continued)

1983 Ford Club Wagon Van, Serial #1FMEE11Y4DHB57602

BOOK - 480 PAGE 389

AA

12.50

251904

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Somerset Ltd. T/A O'Toole's Road House Restaurant
Name or Names
7400 Ritchie Highway - Glen Burnie, Maryland 21061
Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company
Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)
1 - Model 4645 Cash Register 2 - Model 3435 Slip Printers
1 - Model 4635 Cash Register 2 - Model 3466 Kitchen Printers

RECORD FEE 12.00
POSTAGE .50
NOV 17 1040 AM 11:35
REC 1294

Lessee: Somerset Ltd.
T/A O'Toole's Road House Restaurant
Peter C. Martucci, Pres.
(Signature of Lessee)
PETER C. MARTUCCI, PRESIDENT
(Type or Print) (Include Title)

Lessor:
THE EQUIPMENT LEASING COMPANY
G. Arnold Kaufman
(Signature of Lessor)
G. ARNOLD KAUFMAN, VICE PRESIDENT
(Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.



Mailed to Secured Party

RECEIVED FOR RECORD
SANDY SPARTAN COUNTY

1984 DEC 12 PM 12:39

E. AUBREY COLLISON
CLERK



12.50

BOOK - 480 PAGE 390

251905

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es) BANKS INC. 260 Solomons Island Road Annapolis, Maryland 21401	2 Secured Party(ies) and address(es) BFGOODRICH COMPANY 500 S. Main Street Akron, Ohio 44318	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORDED FEE 11.00 ATTACHED LIST 112:55 DEC 12 84
4 This financing statement covers the following types (or items) of property All of the debtor's inventory of tires, tubes, batteries, automotive accessories manufactured or supplied by BFGoodrich now owned or hereafter acquired by debtor; all accounts receivable and contract rights including chattel paper arising therefrom; all increases, substitutions, replacements, additions and accessions thereto; and all money, cash, proceeds (including insurance proceeds or insurance premium refund) and other collections arising from or by virtue of the sale, lease or other disposition (including damage or destruction) of any part of the property herein described.		5 Assignee(s) of Secured Party and Address(es) RECORDED DEC 12 PM 12:55 E. J. COLLIERSON
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented		

By <input checked="" type="checkbox"/> <u>D. Banks</u> Signature(s) of Debtor(s) President (1) Filing Officer Copy-Alphabetical	By <u>R. G. Mead</u> Signature(s) of Secured Party(ies) Mgr.-Credit Services STANDARD FORM - FORM UCC-1. (For Use in Most States)
---	---

Mailed to Secured Party

11

BOOK - 480 PAGE 391

251906

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

Tri - State Marine Distributors, Inc.	Route 256		Deale	MD
---------------------------------------	-----------	--	-------	----

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
ITT Commercial Finance Corp.	One Cherry Hill, Suite 600 P.O. Box 8408		Cherry Hill	NJ 08002

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All inventory sold by or bearing the trademarks or tradename of Yamaha Motor Corporation, U.S.A. and Yamaha Parts Distributors, Inc., and all inventory and equipment financed by Secured Party new owned or hereafter acquired, and all attachments, accessories and additions, thereto, substitutions accessories and replacements and proceeds thereof. Insurance proceeds, accounts, chattel paper, contract rights and general intangible when these are proceeds of the above inventory and equipment.

RECORD FEE 11.00
11/15/89 12:56
DEC 12 89

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>Tri-State Marine Distributors, Inc.</u>	<u>ITT COMMERCIAL FINANCE CORP.</u> (Seal)
	(Corporate, Trade or Firm Name)

William S. Magenau
(Type or print name under signature)
William S. Magenau

[Signature]
Signature of Secured Party or Assignee
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

1989 DEC 12 PM 12:59
E. ADRIAN COLLISON
CLERK

BOOK - 480 PAGE 392

254907

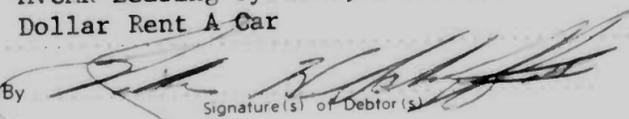
This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

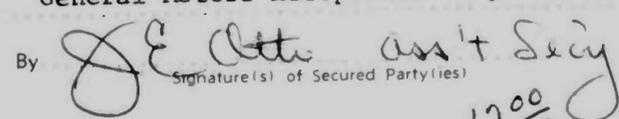
1 Debtor(s) (Last Name First) and address(es) AVCAR Leasing Systems, Inc. DBA Dollar Rent A Car Baltimore-Washington Int'l Airport P.O. Box 8636 Baltimore, MD 21240	2 Secured Party(ies) and address(es) General Motors Acceptance Corp 10777 Main Street Suite 300 Fairfax, Virginia 22030	3 For Filing Officer (Date, Time, Number, and Filing Office) County RECORD FEE 12.00 POSTAGE .50 MAY 11 11:43 DEC 1 1984
---	---	---

4 This financing statement covers the following types (or items) of property:
General intangibles, contract rights, chattel paper, accounts and assignment of accounts including, but not limited to, those arising out of the sale or lease of motor vehicles, trailers and semi-trailers, including rents receivable under leases and rental agreements.

ASSIGNEE OF SECURED PARTY
Name
Address

Check if covered: Proceeds are also covered Products of Collateral are also covered No. of additional Sheets presented:

AVCAR Leasing Systems, Inc. DBA
Dollar Rent A Car
By 
Signature(s) of Debtor(s)

General Motors Acceptance Corporation
By 
Signature(s) of Secured Party(ies)
12⁰⁰/₅₀

FILING OFFICER COPY ALPHABETICAL
GMAC UCC-1 4-79

Mailed to Secured Party

RECEIVED RECORD
1984 DEC 12 PM 1:23
E. AUGREY COLLISON
CLERK

TO BE RECORDED IN THE
FINANCING STATEMENT
RECORDS OF THE STATE
DEPARTMENT OF ASSESS-
MENTS AND TAXATION AND
IN THE FINANCING STATE-
MENT RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

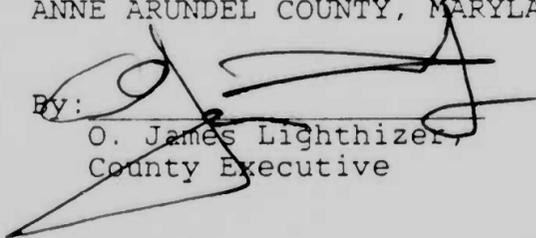
FINANCING STATEMENT

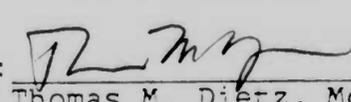
1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
2. Secured
Party: MARYLAND NATIONAL BANK
Address: 10 Light Street
P.O. Box 987
Baltimore, Maryland 21203
Attention: Real Estate Department, Fifth Floor
3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed in Exhibit A hereto.
4. Proceeds and products of the collateral described in paragraph 3 above are covered by the Financing Statement.

The Debtor has made the assignment of the above mentioned collateral pursuant to Resolution No. 11-84 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on March 21, 1984, to secure payment of the principal of, and interest on, the Debtor's \$450,000 Anne Arundel County, Maryland Industrial Development Revenue Bonds (Roy M. Morauer Project), 1984 Series, which bonds do not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and do not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:
ANNE ARUNDEL COUNTY, MARYLAND

Secured Party:
MARYLAND NATIONAL BANK

By: 
O. James Lighthizer,
County Executive

By: 
Thomas M. Dietz, Mortgage
Loan Officer

Mailed to Secured Party

2100/50

1984 DEC 12 PM 1:23
E. JAMES L. LISON
CLERK

BOOK - 480 PAGE 394

Mr. Clerk:

Return to:

Ann N. Bosse, Esquire
Venable, Baetjer & Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21202

EXHIBIT A

(a) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Loan and Security Agreement dated as of September 12, 1984 between the Debtor and Roy M. Morauer, a Maryland resident (the "Borrower"), together with any and all modifications, alterations, amendments and supplements thereto (the "Loan Agreement"), including without limitation any and all security referred to therein, excepting, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement, the Deed of Trust (hereinafter defined) and any other Loan Document (as defined in the Loan Agreement) and all enforcement remedies with respect thereto.

(b) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Note dated September 12, 1984 evidencing the loan made pursuant to the Loan Agreement (the "Note"), that certain Assignment of Leases by the Borrower dated September 12, 1984 further securing the payment of the Note and the obligations under the Loan Agreement, that certain Individual Guaranty Agreement by Gail P. Morauer dated as of September 12, 1984 further securing the payment of the Note and the obligations under the Loan Agreement, and the Deed of Trust and Security Agreement (hereinafter defined), and such other documents, including (without limitation) mortgages, deeds of trust, guaranties, and security agreements securing or relating to the Loan or the bonds, and all other revenues of the Debtor attributable to the financing of a certain facility located at the southside of Espey Court, 300 feet west of the intersection of Priest Bridge Drive in Anne Arundel County (the "Facility"), including (without limitation) any moneys realized from the sale of any security for the loan evidenced and secured by the Loan Agreement; excluding, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement, the Deed of Trust and any other Loan Document and all enforcement remedies with respect thereto.

(c) All of the Debtor's right, title and interest in and to and remedies under the Deed of Trust and Security Agreement dated as of September 12, 1984 by the Borrower, covering certain property located in Anne Arundel County, Maryland described in Exhibit B hereto, which Deed of Trust and Security Agreement is recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland, together with any and all modifications, alterations, amendments and supplements thereto.

BOOK - 480 PAGE 396

(d) All of the Debtor's right, title and interest in all moneys on deposit in the Project Fund as that term is described in the Loan Agreement and all moneys on deposit in any escrow account established pursuant to the Deed of Trust and Security Agreement.

(e) All right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as or for additional security for the loan evidenced and secured by the Loan Agreement, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times to hold and apply the same subject to the terms of the Loan Agreement and any other documents executed in connection therewith.

1305P

BOOK - 480 PAGE 397

Exhibit "B"

ALL that parcel of ground situate in the Second Assessment District of Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at a point in the southerly right-of-way line of Espey Court (60 foot wide) as shown on a minor subdivision plat of Priest Bridge Business Park recorded among the Land Records of Anne Arundel County, Maryland in Liber 3738, folio 612; thence from said point of beginning so fixed and running with part of said Espey Court North 70 degrees 01 minutes 40 seconds East 196.0 feet to a point; thence leaving Espey Court South 19 degrees 58 minutes 20 seconds East 360.0 feet to a point; thence 70 degrees 01 minutes 40 seconds West 196.0 feet to a point; thence North 19 degrees 58 minutes 20 seconds West 360.0 feet to the point of beginning. Containing 1.62 acres, more or less, according to a description prepared by McCrone, Inc., Registered Professional Engineers and Land Surveyors in May, 1984 without benefit of a field survey.

BEING Lot "N" as shown on the aforementioned minor subdivision plat of Priest Bridge Business Park, said plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 3738, folio 612.

BEING the same property conveyed unto Roy M. Morauer by Gardiner and Gardiner Business Park Limited Partnership and Francis E. Gardiner, Sr. and Francis E. Gardiner, Jr. by deed dated June 25, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3752, folio 896.

Not to be recorded in
Land Records

Subject to recordation
tax:
Principal Amount is
\$490,000.00

The appropriate amount of documentary stamps have been paid and evidence is affixed to a deed of trust dated April 18, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3721, folio 514 and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:

Address:

K B of Baltimore, Inc.

Suite 106
810 Gleneagles Court
Towson, Maryland 21204

2. Secured Parties:

Address of all Secured
Parties:

The Bank of Baltimore

Arthur V. Osmond, Jr.,
Substitute Trustee

c/o The Bank of Baltimore
Baltimore and Charles Streets
Baltimore, Maryland 21202

Joseph J. Bouffard,
Substitute Trustee

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, carpeting, linoleum and other floor coverings, screens, storm doors and windows, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all

1100
50

Mailed to Secured Party

RECORDED
INDEXED
MAY 12 1984

RECORDED
INDEXED
MAY 12 1984

1984 DEC 12 PM 1:23

E. ANTHONY COLLISON
CLERK

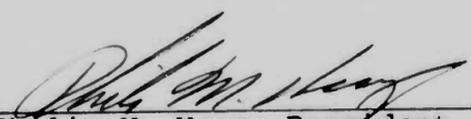
equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land, but excluding all dining room furnishings and kitchen equipment.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a deed of trust dated April 18, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3721, folio 514 and a modification of deed of trust from Debtor to Arthur V. Osmond, Jr. and Joseph J. Bouffard, Substitute Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The Bank of Baltimore.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 2.15 acres located on the north side of Nursery Road, Anne Arundel County, Maryland and is more particularly described in the Deed of Trust referred to above.

Debtor:

K B OF BALTIMORE, INC.

By 
Philip M. Hoag, President

To the Filing Officer: After this statement has been recorded, please mail the same to: David R. Naka, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

251910

BOOK - 480 PAGE 400

PART G
Page 1

[] TO BE) [] SUBJECT TO) RECORDING TAX
) RECORDED IN) ON PRINCIPAL
[X] NOT TO BE) LAND RECORDS [X] NOT SUBJECT TO) AMOUNT OF
\$ _____

FINANCING STATEMENT

RECORDING FEE 11.00
NOTARIAL FEE .50
TOTAL DUES 11.50
DEC 12 84

1. Debtor(s): J C J Investments & Company
Name(s)

537 Ritchie Highway, Severna Park, Md. 21146 Anne Arundel
Address-Street No., City-County, State Zip Code

2. Secured Party: United States Fidelity and Guaranty Company
100 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types of property: (Describe)

1 Unit(s) of limited partnership interest(s) in 1212 Limited Partnership, a Maryland limited partnership and the proceeds and products thereof.

4. If above described property is to be affixed to real property, describe real property.

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):
J C J Investments & Company
Type or Print

SECURED PARTY:
UNITED STATES FIDELITY AND GUARANTY COMPANY

By [Signature]
(Signature of Authorized Representative) Partner

By: [Signature]
Name: _____
Title: Financial Underwriter
Its Authorized Representative

By _____
(Signature of Authorized Representative)

1212 Limited Partnership
16 Dennis Townsend General
Partner
500 Virginia Ave
Lawson, Ind 41204

- 39 -

Mailed to:

1984 DEC 12 PM 1:23
E. ANNE ARUNDEL CLERK

251911

BOOK - 480 PAGE 401

PART G
Page 1

[] TO BE)
) RECORDED IN) RECORDING TAX
) LAND RECORDS [X] NOT SUBJECT TO) ON PRINCIPAL
)) AMOUNT OF
[X] NOT TO BE) \$ _____

FINANCING STATEMENT

- Debtor(s): WEH LIMITED PARTNERSHIP
Name(s)
4 REVELL STREET, ANNAPOLIS, MD 21401 ANNE ARUNDEL
Address-Street No., City-County, State Zip Code
- Secured Party: United States Fidelity and Guaranty Company
100 Light Street
Baltimore, Maryland 21202
- This Financing Statement covers the following types of property: (Describe)
1/2 Unit(s) of limited partnership interest(s) in 1212 Limited Partnership, a Maryland limited partnership and the proceeds and products thereof.
- If above described property is to be affixed to real property, describe real property.
- Proceeds of collateral are covered.
- Products of collateral are covered.

DEBTOR(s):
WEH LIMITED PARTNERSHIP
Type or Print

SECURED PARTY:
UNITED STATES FIDELITY
AND GUARANTY COMPANY

By [Signature]
(Signature of Authorized
Representative)

By: Maury Kugevici
Name:
Title: Financial Underwriter
Its Authorized Representative

By _____
(Signature of Authorized
Representative)

1212 Limited Partnership
c/o Dennis Townsend
500 Virginia Ave
Towson, Md. 21204
Mailed to: _____

Mailed to Secured Party

1984 DEC 12 PM 1:23
E. AUGUST COLLISON
CLERK

BOOK - 480 PAGE 403

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

1 Debtor(s) (Last Name First) and Address(es) RAMSEY, A. F. DBA JOE RAMSEY MUSIC 161 WEST ST. ANNAPOLIS, MD 21401	2 Secured Party(ies) and Address(es) BALDWIN PIANO & ORGAN COMPANY 1801 GILBERT AVENUE CINCINNATI, OHIO 45202	3 For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

This statement refers to original Financing Statement No. 231069 Dated 2-8-80 ANNE ARUNDEL COUNTY

A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input type="checkbox"/>
--	--	--	---

RECEIVED
 1984 DEC 12 PM 1:24
 ANNE ARUNDEL COUNTY
 CLERK

RECORDED 11.00
 40-751 0040-001 713402
 DEC 12 84

Dated: DECEMBER 4, 19 84 By: Baldwin Piano & Organ Company
 (Signature of Secured Party)

Filing Office Copy - Alphabetical
 STANDARD FORM -
 UNIFORM COMMERCIAL CODE - UCC-3

This form of financing statement is approved by the Secretary of State

1100

Mailed to Secured Party

BOOK - 480 PAGE 404

254913

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) PLP Builders Inc. 701 N. Riverside Drive Crownsville, Md. 21032	2 Secured Party(ies) and address(es) First Federal Savings & Loan of Annapolis 2024 West Street Annapolis, Md. 21401	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FOR FILING 1980 DEC 12 PM 1:24 JIMMY COLLISON CLERK
4 This financing statement covers the following types (or items) of property (i) 1974 Used Model 4500-B International Harvester Diesel Forklift w/21' mast Serial #1315		5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By PLP Builders Inc.

 Signature(s) of Debtor(s)

By Denn C. Jones

 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

Mailed to Secured Party

BOOK - 480 PAGE 405

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: AVCO FINANCIAL SERVICES
ADDRESS: PO BOX 997
CITY & STATE: GLEN PURNIE MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>CHARLIE C LEWIS</u>		<u>06-10-83</u>	
<u>BLANCHE LEWIS</u>		ACCOUNT NO	TAB
<u>X 3017 B HOPKINS CRT FT MEADE MARYLAND 20755</u>		<u>546004065</u>	<u>65</u>

Filed with: CLERK OF COURT ANNE ARUNDEL COUNTY FILE 8693

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
<u>1973</u>	<u>LINCOLN</u>					

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) ~~checked~~ at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

I HEREBY CERTIFY THAT THE FILING FEE AS REQUIRED BY THE MOTOR VEHICLE ADMINISTRATION HAS BEEN PAID IN FULL.

Joyce Kelly
WITNESS

Charlie C Lewis
CHARLIE C LEWIS

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Services Liber 463 Page 387 JD # 248064
(SECURED PARTY)
BY Ann Howell CSR Dated: Oct 8, 1984
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

10⁰⁰/₅₀

Mailed to Secured Party

RECEIVED AND RECORDED
CLERK OF COURT, ANNE ARUNDEL COUNTY

1984 DEC 12 PM 1:25

E. AUBREY COLLISON
CLERK

RECORDS FEE
FURTHER
FILING OFFICER'S NOTICE

KP

BOOK - 480 PAGE 406

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES** and/or its
Parent, Affiliates or Subsidiaries

ADDRESS: 7164 E Furnace Branch Rd
Glen Burnie, Md. 21061
CITY & STATE: _____

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>William & Susan Gardner</u>		<u>2-19-82</u>	
<u>909 Langley Rd Glen Burnie, Md. 21061</u>		ACCOUNT NO.	TAB
<u>Clerk of Circuit Crt Anne Arundel Co Annapolis, Md.</u>		<u>20706083</u>	<u>File 7544 83</u>

Filed with: _____

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES
(SECURED PARTY)

Liber 447 p. 41 ^{ID#} 241547

BY A. Howell CSR
TITLE

Dated: Oct 29, 19 84

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 2-73)

10⁰⁰/₅₀

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK OF CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 DEC 12 PM 1:25

E. AUBREY COLLISON
CLERK

RECORDING FEE
POSTAGE
NOV 15 1984
DEC 12 1984

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT	
Assignee(s) of Secured Party and Address(es)	Secured Party: NAME: <u>AYCO FINANCIAL SERVICES</u> ADDRESS: <u>7164 E FURNACE BR RD</u> <u>GLEN BURNIE, MD 21051</u> CITY & STATE:
FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
<u>NORMAN L AND PAULA DANFORTH</u>	<u>01-23-84</u>
<u>1831 G ANNAPOLIS RD FT MEADE, MD 20755</u>	ACCOUNT NO. TAB
	<u>042501117</u> <u>17</u>

9411

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Ayco Financial Serv. BC 470 pg 292 ID# 250806
(SECURED PARTY)
BY Ann Howell CSR Dated: Nov. 5, 19 84
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

10⁰⁰/₁₅₀

RECEIVED FOR RECORD
1984 DEC 12 PM 1:25
E. ADDIE COLLISON
CLERK

COMM FEE
POSTAGE
PAID
NOV 13 1984
DEC 12 84

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)		Secured Party: NAME <u>Avco Financial Services</u> ADDRESS <u>7164 Furnace Branch Rd Po Box</u> <u>Glen Burnie Md 21061 997</u> CITY & STATE:		FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
DEBTOR(S) (AND ADDRESSES) <u>James L. Cira & Irma</u>		DATE OF THIS FINANCING STATEMENT v <u>4-7-82</u>		ACCOUNT NO	
<u>324 Lazywood Crt</u>		MILLERSVILLE MARYLAND		26105251	
<u>Millersville Maryland</u>		21108		TAB 51	

Filed with: Clerk of Court AA County file 7745

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

BY Avco Financial Services (SECURED PARTY) Liber 448 pg 391 242095
BY C. Howell (TITLE) Dated: Oct 30, 1984

ACKNOWLEDGMENT COPY
Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

10⁰⁰ 50

RECEIVED FOR RECORD
CLERK OF COURT AA COUNTY

1984 DEC 12 PM 1:25

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

RECORDED
10.00
1.50
11:19
DEC 12 84

BOOK - 480 PAGE 409

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 E FURNACE RD RD
CITY & STATE: GLEN BURNIE, MD 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
RAYMOND C & VIRGINIA VOLLMER		7-9-84	
521 EMERSON PL SEVERNA PARK, MD 21145		ACCOUNT NO.	TAB
		799400323	

Filed with: CLERK OF CRT ANNE ARUNDEL CO

P This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located **XX** about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY [Signature] 12/21/84 Dated 12/21/84, 1984
TITLE 457 Rg 363
243278

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)

RECORD FEE 10.00
POSTAGE .50
MAY 62 0040 ROL T13:20
DEC 12 84

FILED IN RECORD
CLERK OF CRT ANNE ARUNDEL CO

1984 DEC 12 PM 1:25

E. AUBREY COLLISON
CLERK

10.00/50
Mailed to Secured Party

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

BOOK - 480 PAGE 410

MARYLAND TERMINATION STATEMENT

Date December 5 1968

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Wendy Hithon 129 Pineview Ave Severna Park, MD 21146

2. Secured Party and address (Type complete corporate name): Thorp Credit 7966 Crain Hwy Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: Liber 407 Page 386

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Credit

(TYPE COMPLETE CORPORATE NAME)

By: Samuel J Wilson MANAGER

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 10.00 POSTAGE 50 WASTES DND R01 113429 DEC 12 84

1000/50

AA cyt

Mailed to Secured Party

1984 DEC 12 PH 1:56

STANLEY COLLISON

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

BOOK - 480 PAGE 411

MARYLAND TERMINATION STATEMENT

Date December 4, 1968

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Claude Vires, 545 F Tranquil Ct, Odeonton, MD 21113

2. Secured Party and address (Type complete corporate name): Thorp Credit, 7966 Crain Hwy, Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:

Liber 443 Page 58

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Credit (TYPE COMPLETE CORPORATE NAME)

By: [Signature] MANAGER

Samuel J Wilson

(Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 10.00, POSTAGE .50, 40 R01-113-30, DEC 12 1968

10.00 / .50

Mailed to Secured Party

1984 DEC 12 PH 1:56

E. AUBREY COLLISON CLERK



254914

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste.200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated October 1, 1984 between Assignor as Lessor and Gerald Miller Plumbing, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignor per a Non-Recourse Assignment of Rents dated between Assignor and Assignee:

- One (1) Bidmaster 5 Estimating System S/N 74447
- Two (2) Estimating II Terminals S/N 18627, 19607
- Two (2) Overlay Keyboards S/N 3740, 3767
- One (1) Okidata 92 Printer S/N 099122
- One (1) Okidata 84 Printer S/N 154198

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III. V.P.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Signature on Above Line

Mailed to Secured Party

11⁰⁰/₅₀

RECORDED
INDEXED
1984 DEC 12 PM 1:56
E. ALBERT COLLISON
BALTIMORE

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Road
Baltimore, MD 21229
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated August 13, 1984 between Assignor as Lessor and Conrad Protzman, Incorporated as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated between Assignor and Assignee:

See attached equipment list.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro III
(Signature of Debtor)
Frank J. Sarro III., Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE
William J. Ottey
(Signature of Secured Party)
William J. Ottey, Vice President
Type or Print Above Signature on Above Line

Mailed to Secured Party

11⁰⁰/₅₀

1984 DEC 12 PM 1:56
E. MURPHY COLLISON
CLERK

BOOK - 480 PAGE 414

EQUIPMENT LIST

Quantity

Description of Equipment

1	Qantel System 20/2
1	Model 2117 Memory Expansion Unit
2	Model 2118 128K Memory Modules (256k)
6	Model 4032 Transaction Workstations
1	Model 4804 Workstation Controller
1	Model 4804 Additional Workstation Controller
1	Model 3601 75 Megabyte Drive
1	Model 4841-1 Hub Unit including Best AOS Operating System

TRANS-AMERICAN LEASING CORPORATION

BY: Frank Jansat

TITLE: BxV

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE

BY: Robert J. Utley

TITLE: RP

CAA
County

BOOK - 480 PAGE 415

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book ~~Book No.~~ 476 Page No. 8
Identification No. 253089 Dated 8/6/84

1. Debtor(s) { Piedmont Land Company C/O Bio-Gro Systems
Name or Names—Print or Type
P.O. Box 209 Annapolis, MD. 21404
Address—Street No., City - County State Zip Code

2. Secured Party { The Savings Bank of Baltimore
Name or Names—Print or Type
P.O. Box 896 Baltimore, MD. 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Delete:

B. 1 front end loader - John Deere model 544-C, serial # E090V

Add:

D. 1 front end loader - John Deere model 644, serial # 1556

Dated: 12/3/84
The Savings Bank of Baltimore
Name of Secured Party
Lucy C. Campbell
Signature of Secured Party
Lucy C. Campbell, Sr. Commercial Loan Officer
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to Secured Party

1000

RECORD FEE 10.00
NOV 29 11:40 AM 1984
DEC 12 84

1984 DEC 12 PM 1:57
E. COLLISON
CLERK



BOOK - 480 PAGE 416
 STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 2178804 recorded in
 Liber 456, Folio 588 on 12/13/82 at Anne Arundel County
Date Location

1. DEBTOR(S):
 Name(s) Jumpers Mall Optics, Inc.
 Address(es) 8416 Jumpers Mall Pasadena, Maryland 21061

2. SECURED PARTY:
 Name Maryland National Bank
 Address Attn: LDR Unit
P. O. Box 17372 Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

SECURITY FEE 10.00
 11/13/82
 DEC 12 84

1980 DEC 12 PM 1:57
 COLLISION
 CLEAR

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
 By Richard C. Springer
 Richard C. Springer, Commercial Banking Officer
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

Mailed to Secured Party

1000

FINANCING STATEMENT

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 5,000.00
- To Be Recorded in Land Records of _____

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

1. Debtor(s) NAME ADDRESS
 Street City State
Jumpers Mall Optics, Inc.
8146 Jumpers Mall Pasadena, Maryland 21061

2. Secured Party: SUBURBAN BANK
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SUBURBAN BANK
 By: [Signature] Debtor(s) or Assignor(s)
 Type Name H. King Corbett JUMPERS MALL OPTICS, INC.
 Title Assistant Vice President

 Type or Print Name and Title of Each Signature

Mailed to Secured Party

1100
3500.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records - does tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael J. Layton
Address A-47 Holiday Mobile Estates, Jessup, Md. 20794

2. SECURED PARTY

Name Mobile Home Associates
Address Clark Rd., Jessup, Md. 20794

NETTED FEE 11.00
REGISTERED BY 113446
DEC 12 2004

Installment sale contract has been signed

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Assignee: Philadelphia Saving Fund Society, Philadelphia, Pa. 19107

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
1966 Schult mobile home 12x66 Serial # E74305
Incls: Range Refrigerator, Central Air, Washer and Dryer.

Amount financed - \$14,414.00
Amount of Encumbrance = \$32,499.36

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Michael Layton
(Signature of Debtor)

Michael J. Layton
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Eugene Martin
(Signature of Secured Party)

Eugene Martin, Partner Mobile Home Assoc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

1100

1904 DEC 12 PM 1:58
E. ADRIAN COLLISON
CLERK

AA
1050

BOOK - 480 PAGE 419

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 223500

RECORDED IN LIBER 399 FOLIO 216 ON 3/12/79 (DATE)

1. DEBTOR

Name Douglas H. & Nancy Fogle
Address 104 King George, Glen Burnie, MD 21061

RECORDED
FOLIO
10-191 0040 203 114:02
DEC 12 84

2. SECURED PARTY

Name Security Pacific Finance Corp. formerly American Finance Corp.
Address 7310 Ritchie Hwy. Ste. 404, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated 12/3/84

Bill Merchant
(Signature of Secured Party)
Bill Merchant
Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK COUNTY
1984 DEC 12 PM 2:05
E. AUBREY COLLISON
CLERK

(10)

10⁰⁰/₅₀

AA
1050

BOOK - 480 PAGE 420

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 226690

RECORDED IN LIBER 411 FOLIO 326 ON 7/20/79 (DATE)

RECORDED FEE (0.00)
POSTAGE 50
NOTARY FEE 1.00
TOTAL 1.50
DEC 12 84

1. DEBTOR

Name Martin & Frances Gunning
Address 433 Prince St., Balto. MD 21225

2. SECURED PARTY

Name Security Pacific Finance Corp. Formerly American Finance Corp
Address 7310 Ritchie Hwy. Ste. 404, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

Mailed to Secured Party

Dated 11/30/84

Bill Merchant
(Signature of Secured Party)

Bill Merchant

Type or Print Above Name on Above Line

RECEIVED THE REWARD
CREDIT FROM ACCOUNT
1984 DEC 12 PM 2:05
E. AUBREY COLLISON
CLERK

1000
50

BOOK - 480 PAGE 427

251920

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): Nevamar Corporation 8339 Telegraph Road Odenton, Maryland 21113		2. Secured Party(ies) Address(es) And Name(s): Maryland Clarklift Co. Div. The Space Maker Group, Inc. 3310 Childs Street Baltimore, Maryland 21226		3. Maturity Date (Optional):
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)		4. For Filing Officer: Date, Time, File No., Filing Office:		
1 1984 Clark C500S100 Forklift S/N 685-13-5690 84/162" Triple Stage Upright 49" Carriage 96" Pallet Forks		5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107		
DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State <input type="checkbox"/> Filing Office of _____ County/City		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.		

8. Signatures:

By [Signature] Debtor(s) [or Assignor(2)]

By [Signature] Secured Party (ies) [or Assignee(s)]

(2) Filing Officer Copy - Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

1100

Mailed to Secured Party



1984 DEC 12 PM 3:58

E. AUBREY COLLISON
CLERK

251918

BOOK - 480 PAGE 422

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

EQUITY FUND PROPERTIES
c/o R. Solem
7512 Whittier Boulevard
Bethesda, Maryland 20817

2. NAME AND ADDRESS OF SECURED PARTIES:

SECOND NATIONAL BUILDING & LOAN, INC.
William F. Brooks, Jr., Trustee
Donna M. Pittman, Trustee
c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers all:

All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinabove described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr. and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owned by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as: 5 Maryland Avenue, Annapolis, Maryland.

RECORDED
INDEXED
DEC 12 PM 2:50
21800
21400
5900

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS, MD 21404
(301) 263-8855

added to:

11/3

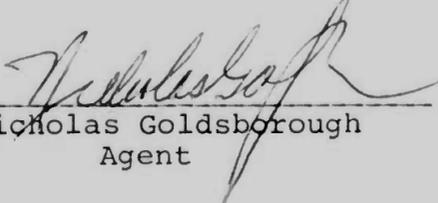
BOOK - 480 PAGE 423

Principal amount of this debt is \$475,000.00.

SECURED PARTY:

SECOND NATIONAL BUILDING
& LOAN, INC.

BY


Nicholas Goldsborough
Agent

DEBTORS:

EQUITY FUND PROPERTIES

BY


Richard Kay Seem
General Partner

AFTER RECORDATION return to:

MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
145 Main/Gorman Streets, P. O. Box 921
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS, MD 21404
(301) 263-8855

STATE OF MARYLAND
"TO BE RECORDED IN THE LAND RECORDS" BOOK - 480 PAGE 424
FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dahne, Edward G., D.D.S. and Marlene Z., D.D.S.
Address 41 Mountain Green Circle, Baltimore, Maryland 21207

2. SECURED PARTY

Name Tri-Continental Leasing Corporation
Address 95 North Route 17 South, Paramus, New Jersey 07653

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Lease #10-00-21458
Equipment: See Attached Schedule "A"
Equipment location: Montgomery Ward, 6742 Richie Highway
Glen Burnie, Maryland

1984 DEC 12 PM 3:12
E. AUGREY COLLISON
CLERK

RECORD FEE 30.00
POSTAGE .50
MONTGOMERY WARD 113400
DEC 12 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Montgomery Ward, 6742 Richie Highway, Glen Burnie, Anne Arundel, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

✓ Edward G. Dahne, D.D.S.
(Signature of Debtor)

DAHNE, EDWARD G., D.D.S.
Type or Print Above Name on Above Line

✓ Marlene Z. Dahne D.D.S.
(Signature of Debtor)

DAHNE, MARLENE Z., D.D.S.
Type or Print Above Signature on Above Line

NANCY M. SACKS

Nancy M. Sacks RHP
(Signature of Secured Party)

TRI-CONTINENTAL LEASING CORPORATION
Type or Print Above Signature on Above Line

Mailed to Secured Party

30⁰⁰/₅₀



TRI-CONTINENTAL LEASING CORPORATION
MACK CENTRE DRIVE
PARAMUS, NEW JERSEY 07652

BOOK - 480 PAGE 425

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Dahne, Edward G., D.D.S. and Marlene Z., D.D.S.
Dated _____.

CABINETS AND COUNTER TOPS:

- 1 - 11 FOOT LONG BY 8 INCH WIDE CIRCULAR SHAPED WRITING TOP FOR RECEPTIONIST DESK.
- 1 - 14 FOOT LONG BY 8 INCH WIDE WRITING TOP WITH CIRCULAR END FOR PAYMENT COUNTER AREA.
- 1 - 27 FOOT LONG BY 24 INCH WIDE DESK TOP, WHICH INCLUDES A TYPING LEDGE FOR RECEPTIONIST STATION.
- 1 - 12 FOOT LONG BY 24 INCH WIDE DESK TOP, WHICH INCLUDES A TYPING LEDGE FOR PAYMENT COUNTER AREA.
- 2 - THREE DRAWER HIGH BASE CABINET UNITS, WHICH WILL HAVE A 12 INCH HIGH FILE DRAWER ON THE BOTTOM AND A 3 INCH DEEP PENCIL TYPE DRAWER AT THE TOP.
- 1 - 23 FOOT LONG "U" SHAPED TO FOR CENTRAL SUPPLY AREA WITH A FOUR INCH HIGH BACK SPLASH, WHERE TOP TOUCHES WALL SURFACE.
- 2 - 48 INCH BASE CABINETS WITH TWO TOP DRAWERS WITH DOORS BELOW.
- 1 - 30 INCH SINK BASE UNIT WITH TWO DOORS.
- 1 - 18 INCH DRAWER BASE UNIT WITH FOUR DRAWERS.
- 2 - FILLERS FOR CORNERS WHERE CABINETS COME TOGETHER.
- 5 - 30 INCH WIDE BY 30 INCH HIGH TOP CABINETS.

PAGE 1 OF 6

Edward G. Dahne
Marlene Z.
✓ EGD
Please Initial



TRI-CONTINENTAL LEASING CORPORATION
MACK CENTRE DRIVE
PARAMUS, NEW JERSEY 07652

BOOK - 480 PAGE 426

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Dahne, Edward G., D.D.S. and Marlene Z., D.D.S.
Dated _____.

CABINETS AND COUNTER TOPS CONTINUED:

1 - 18 INCH WIDE BY 30 INCH HIGH TOP CABINETES.

2 - FILLERS FOR CORNERS.

1 - 17 FOOT LONG "L" SHAPED TOP FOR LAB AREA WITH A FOUR
INCH HIGH BACK SPLASH WHERE TOP MEETS WALL SURFACE.

1 - 5 FOOT LONG STRAIGHT TOP FOR BULK STORAGE CLOSET AREA,
WHICH WILL ALSO BE THE DARK ROOM AREA.

1 - 8 FOOT 6 INCH STRAIGHT SINK TOP FOR OPERATORY NO. 5.

1 - 9 FOOT ANGLED SINK TOP FOR OPERATORIES NO. 2, 3, 4 & 5.

5 - 36 INCH WIDE UNDER SINK CABINETS FOR DENTAL OPERATORIES
NUMBER 2, 3, 4 & 5.

2 - 25" x 22" STAINLESS STEEL SINK BOWLS WITH MOEN SINGLE
LEVER FAUCETS.

5 - 12 INCH DIAMETER STAINLESS STEEL DENTAL SINKS WITH MOEN
SINGLE LEVEL HIGH SPOUT BAR FAUCETS FOR DENTAL OPERATORY AREAS.

CARPET:

120 SQUARE YARDS.

PAGE 2 OF 6

✓ 570
Please Initial



TRI-CONTINENTAL LEASING CORPORATION
MACK CENTRE DRIVE
PARAMUS, NEW JERSEY 07652

BOOK - 480 PAGE 427

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Dahne, Edward G., D.D.S. and Marlene Z., D.D.S.
Dated _____

OFFICE FURNITURE:

- 2 - GL2754 SECRETARIAL CHAIRS
- 1 - EPO142 EXECUTIVE DESK
- 1 - LM1272 BOOKCASE
- 1 - JA2551 EXECUTIVE DESK CHAIR
- 2 - JA1A CHAIRS
- 2 - BU4012 CHAIRS
- 1 - 420 SERIES CORNER TABLE
- 1 - BLACKBOARD AND CORKBOARD CABINET
- 1 - 4153 CHAIR
- 1 - COAT RACK
- 10 - RECEPTION ROOM CHAIRS

LIGHT FIXTURES:

- 33 - 2' x 4' FOUR TUBE LAY-IN FLUORESCENT FIXTURES.
- 10 - 8 FOOT TWO TUBE SURFACE MOUNTED TYPE FLOURESCENT
FIXTURES FOR LIGHTED CEILINGS.
- 1 - SURFACE MOUNTED WHITE GLOBE TYPE FIXTURE FOR STORAGE
CLOSET AREA.

PAGE 3 OF 6

✓ EGD
Please Initial



TRI-CONTINENTAL LEASING CORPORATION
MACK CENTRE DRIVE
PARAMUS, NEW JERSEY 07652

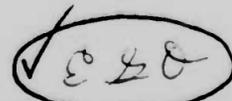
BOOK - 480 PAGE 428

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Dahne, Edward G., D.D.S. and Marlene Z., D.D.S.
Dated _____ .

DENTAL EQUIPMENT:

- 3 - #056 WALL MOUNTED UNITS
- 3 - FLEX ARM FOR #056
- 3 - #046 UNIT MOUNT LIGHT
- 3 - CHAIR MOUNT LIGHT POST ASSEMBLY
- 3 - OPERATORS STOOL
- 3 - ASSISTANTS STOOL
- 3 - CENTRAL VACUUM ACCESSORIES KIT
- 3 - QUAD HANGER ASSEMBLY
- 3 - BELMONT LIGHT ADAPTER TO ADEX ARM
- 3 - ARTICULATING HEADRESTS W/019
- 3 - #019 DENTAL CHAIR
- 1 - NITROUS MANIFOLD #B222CX
- 1 - FLOWMETER #2422A MXR

PAGE 4 OF 6


Please Initial



TRI-CONTINENTAL LEASING CORPORATION
MACK CENTRE DRIVE
PARAMUS, NEW JERSEY 07652

BOOK - 480 PAGE 429

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Dahne, Edward G., D.D.S. and Marlene Z., D.D.S.
Dated _____.

DENTAL EQUIPMENT CONTINUED:

- 1 - CLEAN-AIR # 5525
- 1 - #8065 HOSE 5'
- 3 - OUTLET STATIONS #6200
- 1 - CHILD HOOD
- 1 - #632 AUTOCHUCK
- 3 - #630 AUTOCHUCK
- 2 - #457 MULTI-FLEX COUPLINGS
- 1 - #457 CONFLEC
- 3 - #182 AIR MOTOR
- 3 - #182 CA SHANK
- 3 - #182 NOSE CONE
- 3 - #32 PROPHY HEAD
- 1 - SPARTAN SCALER

PAGE 5 OF 6

✓ ESO
Please Initial



TRI-CONTINENTAL LEASING CORPORATION
MACK CENTRE DRIVE
PARAMUS, NEW JERSEY 07652

BOOK - 480 PAGE 430

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Dahne, Edward G., D.D.S. and Marlene Z., D.D.S.
Dated _____.

DENTAL EQUIPMENT CONTINUED:

- 1 - OCM AUTOCLAVE
- 1 - #523 PLASTER TRAP
- 1 - LIGHT CURE UNIT
- 1 - ULTRASONIC UNIT #60 T-14
- 1 - ACCESSORIES FOR T-14 KIT #440
- 1 - BEAD STERLIZER
- 1 - REDWING LATHE 26 A 1/4 H.P.
- 1 - #53 WET TANK
- 1 - 70 KVP LUMIX X-RAY
- 3 - ALABAMA CABINETS
- 1 - AGT COMPRESSOR
- 1 - VACUUMAIRE PUMP
- 1 - BOOSTER TRANSORMER

PAGE 6 OF 6

✓ C20
Please Initial

251920

BOOK - 480 PAGE 431

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Cartelco 2083 West Street Hightower Bldg. Suite 5A Annapolis, MD 21401	2. Secured Party(ies) and address(es) Bell Atlantic Leasing Company 95 North Rt. 17 South PO Box 907 Paramus, NJ 07653	3. Maturity Date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FOR FILING 11:00 12/12/84 1150/50
4. This financing statement covers the following types (or items) of property: All inventory of mobile telephones, now or hereafter owned, which are the subject of an Agency and Consignment agreement dated <u>11-13-84</u> , and all replacements thereto and proceeds thereof including insurance proceeds.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County

Cartelco, Inc. (MD) By: Harold C Barrett, V.P. Signature(s) of Debtor(s)

Bell Atlantic Leasing Company By: Sandy Soren A VP Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

RECEIVED FOR FILING
 ANNE ARUNDEL COUNTY
 1984 DEC 12 PM 3:12
 E AUBREY COLLISON
 CLERK

Mailed to Secured Party

251971

BOOK - 480 PAGE 432

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Cartelco 2083 West Street Hightower Bldg., Suite 5A Annapolis, MD 21401	2. Secured Party(ies) and address(es) Bell Atlantic Leasing Company 95 North Rt. 17 South PO Box 907 Paramus, NJ 07653	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 NOTES 0440 501 78107 DEC 12 94
4. This financing statement covers the following types (or items) of property: All inventory of mobile telephones, now or hereafter owned, which are the subject of an Agency and Consignment agreement dated <u>10-19-84</u> , and all replacements thereto and proceeds thereof including insurance proceeds.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County, MD

Cartelco (PA) By: Donald A. Campbell Signature(s) of Debtor(s)

Bell Atlantic Leasing Company By: Sady Snow AJP Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1. 11/06/50

Mailed to Secured Party

RECEIVED IN RECORDS
CLERK'S OFFICE
1984 DEC 12 PM 3:12
E. AUBREY COLLISON
CLERK

aa Co.
F/R

144:121084:BV70

251022

BOOK - 480 PAGE 433

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

LAUREL RACING ASSOCIATION LIMITED PARTNERSHIP
Laurel Race Course
Route 198
Laurel, Maryland 20707

2. NAME AND ADDRESS OF SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND
Post Office Box 1077
Baltimore, Maryland 21203

RECORD FEE 22.00
POSTAGE 50
717075-0037 800-713-421
DEC 12 84

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All fixtures, fittings, furniture, furnishings, appliances, apparatus, equipment and machinery and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in the land described in Exhibit A attached hereto or any improvements thereon (such land and improvements being hereinafter referred to as the "Premises") or any part thereof or used or usable in connection with any present or future operation of the Premises, whether now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including particularly the Tote board consisting of two wood frame building-type structures each approximately 10 feet deep and 10 feet high and built to accommodate various indicator lights for displaying information concerning odds, times, payoffs, etc., to the public and including all equipment installed or to be installed and used in the operation of the Premises and all building material, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof.

(b) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Premises or any part thereof.

(c) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether

J.J.S.

Mailed to Secured Party

BOOK - 480 PAGE 434

caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets.

(d) All proceeds of insurance policies.

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

(f) All licenses and permits from any governmental authority related to the operation of the Premises.

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: _____

6. This transaction is not exempt from the recordation tax.
Principal amount of debt initially incurred is: 0

7. RETURN TO: J. Clinton Kelly, Esquire
100 South Charles Street
Baltimore, Maryland 21201

DEBTOR:

LAUREL RACING ASSOCIATION LIMITED PARTNERSHIP

By: L-B RACING ASSOCIATES, INC.

By: Frank J. DeFrancis
Frank J. DeFrancis, President

Dec 10, 1984

EXHIBIT A

FIRST PARCEL

Beginning for the same at a point on the Northerly right of way line of Maryland Route 198 said point is intended to be opposite Station 190 + 13 of the base line of right of way as shown on the State Roads Commission Plat No. 5670 (1) Thence running with said Northerly right of way of Route 198 as now surveyed S 58° 16' 25" W 1262.68 feet to the Easterly bank of the Patuxent River (2) Thence running along the Easterly bank of said river the following 21 courses and distances (3) N 80° 06' 57" W 267.98' (4) S 82° 28' 34" W 213.84' (5) N 58° 23' 33" W 122.11 (6) N 34° 01' 10" W 96.52' (7) N 0° 21' 54" W 314.01' (8) N 14° 02' 10" W 239.14' (9) N 35° 43' 39" E 290.86' (10) N 3° 25' 16" E 184.33' (11) N 18° 46' 05" W 217.57' (12) N 3° 10' 47" E 162.25' (13) N 41° 33' 59" W 141.68' (14) N 76° 49' 01" W 228.01' (15) N 47° 14' 45" W 144.36' (16) N 15° 56' 43" W 160.16' (17) N 29° 38' 41" W 349.97' (18) N 40° 12' 23" W 99.19' (19) N 55° 53' 59" W 174.94' (20) N 28° 48' 39" W 136.95' (21) N 9° 31' 48" W 277.83' (22) N 36° 46' 09" E 96.39' (23) N 15° 59' 51" W 524.00' to intersect the Southerly right of way line of Maryland U.S Route 1, (24) Thence running with the said Southerly right of way line N 39° 14' 32" E 219.94' to a concrete monument found (25) Thence S 51° 05' 27" E 577.83' to a monument (26) Thence N 36° 04' 33" E 150.30' to a monument (27) Thence 50° 49' 05" E 136.09' to an iron pipe (28) Thence N 39° 28' 44" E 199.97' and passing over a monument 30 feet from the beginning to a monument found on the Westerly side of a 100' wide private right of way (29) Thence along said Westerly right of way and crossing over the "Laurel By-Pass" N 51° 10' 27" W 706.50' to intersect the Southerly right of way of U S Route 1 (30) Thence with said right of way of U S 1 across the aforementioned 100' private right of way to the Easterly side thereof N 39° 17' 02" E 100.00' (31) Thence along the Easterly right of way line and crossing over the "Laurel By-Pass" S 51° 10' 26" E 580.87' to an iron pipe (32) Thence N 39° 28' 44" E 96.69' to the Easterly side of a 25' right of way (33) Thence along said Easterly 25' right of way N 51° 10' 26" W 102.83' to an axle (34) Thence N 39° 41' 59" E

200.00' (35) Thence N 51° 22' 59" E 665.52' (36) Thence S 50° 26' 41" E 591.76' to an iron pipe (37) Thence N 35° 08' 21" E, and passing over several iron pipes 946.79' to an iron pipe (38) Thence S 51° 16' 47" E 368.14'; (39) Thence N 35° 13' 13" E 285.45' to an iron pipe (40) Thence S 51° 16' 47" E 817.40' to an iron pipe on the Northerly right of way line of the Baltimore & Ohio RR (41) Thence continuing across said RR S 51° 16' 47" E 140' to the Southerly right of way line of said RR (42) Thence with the Southerly right of way of the RR N 39° 35' 24" E 215.29' (43) Thence N 35° 41' 24" E 87.42' (44) Thence N 34° 44' 05" E 91.26' (45) Thence N 35° 08' 03" E 99.05' (46) Thence N 33° 31' 50" E 99.57' (47) Thence N 25° 51' 28" E 181.14' to intersect the centerline of Whiskey Bottom Rd (48) Thence S 62° 53' 07" E 107.87' (49) Thence with said centerline of Whiskey Bottom Rd S 71° 03' 12" E 415.40' (50) Thence S 70° 55' 49" E 179.14' to intersect the centerline of Brock Bridge Rd (51) Thence with the centerline of Brock Bridge Rd S 09° 05' 07" W 886.06' (52) Thence S 6° 47' 51" W 313.68', (53) S 8° 11' 34" W 560.36', (54) Thence S 8° 03' 11" W 422.42' (55) Thence S 7° 58' 18" W 402.60', (56) Thence S 12° 30' 37" W 260.22'; (57) Thence S 6° 25' 36" W 231.84' to intersect the Northerly right of way line of Rt 198, (58) Thence along a curve to the left having a Radius of 5759.58' and subtended by a chord of S 66° 45' 18" W 1793.80' to the place of beginning containing 323.86 acres of land more or less

Saving and excepting therefrom the right of way for the B & O Railroad as shown on the B & O plats V-181-6 & V-181-7

Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated June 11, 1964, and recorded among the Land Records of Howard County in Liber 420, Folio 12

Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated

May 23, 1967, and recorded among the Land Records of Howard County in Liber 469, Folio 362

Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated June 11, 1964, and record among the Land Records of Howard County in Liber 420, Folio 17

Saving and excepting that piece or parcel of ground granted by Maryland State Fair, Incorporated to the Howard County Metropolitan Commission by deed dated October 4, 1955 and recorded among the Land Records of Howard County in Liber 273, Folio 391

Also being subject to the right of way of the Laurel By-Pass as shown on the Maryland State Roads Commission Plots No. 6814 and 6813

Also being subject to the right of way of U S Rt 198 as shown on the Maryland State Roads Commission Plots No. 5772, 5773, 5667, 5670 and 5671

Also being subject to a maintenance agreement granted to American Telephone & Telegraph and recorded among the Land Records of Howard County in Liber 91, Folio 49 and Liber 89, Folio 503

Also being subject to a maintenance agreement granted to Baltimore Gas & Electric and recorded among the Land Records of Howard County in Liber 210, Folio 69 and Liber 436, Folio 575



BOOK - 480 PAGE 438

254923

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Laurel Racing Association Limited Partnership		U.S. Route 198 and Route 1, Road, Laurel Race Course;	Laurel,	Maryland 20707

Name of Secured Party or assignee	No.	Street	City	State
John A. Manfuso, Jr.		8401 Connecticut Ave.,	Chevy Chase,	Maryland 20815

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)
See Exhibit A attached hereto and made a part hereof.

For Filing Officer Use

File No.

Date & Hour

1984 DEC 12 PM 3:26
E. AUGUST COLLISCH
CLERK

RECORD FEE 26.00
POSTAGE 50
#77079 1217 MD T15:21
DEC 12 84

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$6,500,000.00. *

Debtor(s) or assignor(s)

Laurel Racing Association
Limited Partnership

BY: L-B Racing Associates, Inc.
the sole general partner

(Type or print name under signature)

BY: [Signature], President

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

John A. Manfuso, Jr.

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

*The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Mailed to Secured Party

2650

All of Laurel Racing Association Limited Partnership's ("Debtor") property and goods, whether or not in possession of Debtor, wheresoever situated or located, and whether now existing or hereafter acquired, including, but not limited to, the following property or goods of Debtor used or acquired for use in connection with or arising from Debtor's business of owning and operating a facility known as Laurel Race Course, Laurel, Maryland as described in Exhibit B, attached hereto and made a part hereof by this reference ("Property") described as follows:

(a) Furniture, Equipment and Fixtures - All of Debtor's furniture, equipment, fixtures and personal property, including, but not limited to, machinery, automobiles, trucks, mowers, tractors, furniture, furnishings, electrical and mechanical appliances, toteboards, refrigeration, air conditioning and cooling equipment, office equipment, adding machines, calculators, cash registers, shelving, counters, booths, etc. located on, attached to or installed in any part of Debtor's improvements referred to below, or otherwise relating to the operation of Debtor's business, whether now existing or hereafter acquired, and all replacements, substitutions, additions or accessions thereto and all proceeds of its sale or other disposition;

(b) Inventory - All of Debtor's inventory, whether now existing or hereafter acquired, including, but not limited to, all items of foodstuff, liquors, wines, beer, soda and other alcoholic beverages, feed, grain, hay and all items for the care and feeding of horses or other livestock;

(c) Licenses and permits - All of Debtor's right, title and interest in and to licenses, permits, franchises and similar authorities held by Debtor or others on behalf of Debtor, used or useful in connection with the operation of Debtor's business, whether now existing or hereafter acquired, including, without limitation, any racing licenses, racing dates

awarded by the Maryland Racing Commission for the operation of Laurel Race Course (to the extent that the same are assignable), restaurant licenses, alcoholic beverage licenses and health licenses;

(d) Receivables - All of Debtor's accounts, contracts rights, chattel paper, negotiable and non-negotiable instruments and agreements, and general intangibles evidencing and/or securing any monetary obligation, whether now existing or hereafter arising or acquired (hereinafter called "receivables"), the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Receivables, including returned and repossessed items, and the proceeds thereof;

(e) General Intangibles - All of the Debtor's intangibles, of whatever kind or nature, including, but not limited to, its joint venture interest in Southern Maryland Agricultural Association, a Maryland joint venture ("SMAA"), and all files, customer lists, trademarks, service marks, trade names, including, without limitation, the right to use the name "Laurel Race Course" and other names and slogans used or to be used by Debtor in connection with the operation of Laurel Race Course (including, without limitation, names of feature races), good will, contracts, agreements, rights and leases, and all other items of like type and kind, currently existing and hereafter arising or acquired, by way of replacement, renewal, substitution, addition or otherwise, and all additions and accessions thereto and all proceeds thereof; and

(f) Proceeds - All proceeds arising from the sale, disposition or other conversion (voluntary or involuntary) of any of the foregoing collateral into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

Beginning for the same at a point on the Northerly right of way line of Maryland Route 198 said point is intended to be opposite Station 190 + 13 of the base line of right of way as shown on the State Roads Commission Plat No. 5670 (1) Thence running with said Northerly right of way of Route 198 as now surveyed S 58° 16' 25" W 1262.68 feet to the Easterly bank of the Patuxent River (2) Thence running along the Easterly bank of said river the following 21 courses and distances (3) N 80° 06' 57" W 267.98' (4) S 82° 28' 34" W 213.84' (5) N 58° 23' 33" W 122.11 (6) N 34° 01' 10" W 96.52' (7) N 0° 21' 54" W 314.01' (8) N 14° 02' 10" W 239.14' (9) N 35° 43' 39" E 290.86' (10) N 3° 25' 16" E 194.33' (11) N 18° 46' 05" W 217.57' (12) N 3° 10' 47" E 162.25' (13) N 41° 33' 59" W 141.68' (14) N 76° 49' 01" W 228.01' (15) N 47° 14' 45" W 144.36' (16) N 15° 56' 43" W 160.16' (17) N 29° 38' 41" W 349.97' (18) N 40° 12' 23" W 99.19' (19) N 55° 53' 59" W 174.94' (20) N 28° 48' 39" W 136.95' (21) N 9° 31' 48" W 277.83' (22) N 36° 46' 09" E 96.39' (23) N 15° 59' 51" W 524.00' to intersect the Southerly right of way line of Maryland U.S Route 1, (24) Thence running with the said Southerly right of way line N 39° 14' 32" E 219.94' to a concrete monument found (25) Thence S 51° 05' 27" E 577.83' to a monument (26) Thence N 36° 04' 33" E 150.30' to a monument (27) Thence 50° 49' 05" E 136.09' to an iron pipe (28) Thence N 39° 28' 44" E 199.97' and passing over a monument 30 feet from the beginning to a monument found on the Westerly side of a 100' wide private right of way (29) Thence along said Westerly right of way and crossing over the "Laurel By-Pass" N 51° 10' 27" W 706.50' to intersect the Southerly right of way of U.S Route 1 (30) Thence with said right of way of U.S 1 across the aforementioned 100' private right of way to the Easterly side thereof N 39° 17' 02" E 100.00' (31) Thence along the Easterly right of way line and crossing over the "Laurel By-Pass" S 51° 10' 26" E 580.87' to an iron pipe (32) Thence N 39° 28' 44" E 96.69' to the Easterly side of a 25' right of way (33) Thence along said Easterly 25' right of way N 51° 10' 26" W 102.83' to an axle (34) Thence N 39° 41' 59" E

200.00' (35) Thence N 51° 22' 59" E 665.52' (36) Thence S 50° 26' 41" E 591.76' to an iron pipe (37) Thence N 35° 08' 21" E, and passing over several iron pipes 946.79' to an iron pipe (38) Thence S 51° 16' 47" E 368.14'; (39) Thence N 35° 13' 13" E 285.45' to an iron pipe (40) Thence S 51° 16' 47" E 817.40' to an iron pipe on the Northerly right of way line of the Baltimore & Ohio RR (41) Thence continuing across said RR S 51° 16' 47" E 140' to the Southerly right of way line of said RR (42) Thence with the Southerly right of way of the RR N 39° 35' 24" E 215.29' (43) Thence N 35° 41' 24" E 87.42' (44) Thence N 34° 44' 05" E 91.26' (45) Thence N 35° 08' 03" E 99.05' (46) Thence N 33° 31' 50" E 99.57' (47) Thence N 25° 51' 28" E 181.14' to intersect the centerline of Whiskey Bottom Rd (48) Thence S 62° 53' 07" E 107.87' (49) Thence with said centerline of Whiskey Bottom Rd S 71° 03' 12" E 415.40' (50) Thence S 70° 55' 49" E 179.14' to intersect the centerline of Brock Bridge Rd (51) Thence with the centerline of Brock Bridge Rd S 09° 05' 07" W 886.06' (52) Thence S 6° 47' 51" W 313.68', (53) S 8° 11' 34" W 560.36', (54) Thence S 8° 03' 11" W 422.42' (55) Thence S 7° 58' 18" W 402.60', (56) Thence S 12° 30' 37" W 260.22' (57) Thence S 6° 25' 36" W 231.84' to intersect the Northerly right of way line of Rt 198, (58) Thence along a curve to the left having a Radius of 5759.58' and subtended by a chord of S 66° 45' 18" W 1793.80' to the place of beginning containing 323.86 acres of land more or less

Saving and excepting therefrom the right of way for the B & O Railroad as shown on the B & O plats V-181-6 & V-181-7

Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated June 11, 1964, and recorded among the Land Records of Howard County in Liber 420, Folio 12

Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated

May 23, 1967, and recorded among the Land Records of Howard County in Liber 469, Folio 362

Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated June 11, 1964, and record among the Land Records of Howard County in Liber 420, Folio 17

Saving and excepting that piece or parcel of ground granted by Maryland State Fair, Incorporated to the Howard County Metropolitan Commission by deed dated October 4, 1955 and recorded among the Land Records of Howard County in Liber 273, Folio 391

Also being subject to the right of way of the Laurel By-Pass as shown on the Maryland State Roads Commission Plats No. 6814 and 6813

Also being subject to the right of way of U S Rt 198 as shown on the Maryland State Roads Commission Plats No. 5772, 5773, 5667, 5670 and 5671

Also being subject to a maintenance agreement granted to American Telephone & Telegraph and recorded among the Land Records of Howard County in Liber 91, Folio 49 and Liber 89, Folio 508

Also being subject to a maintenance agreement granted to Baltimore Gas & Electric and recorded among the Land Records of Howard County in Liber 210, Folio 69 and Liber 436, Folio 575



BOOK - 480 PAGE 444

251924

FINANCING STATEMENT

For Filing Officer Use	
File No.	
Date &	
Hour	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Laurel Racing Association Limited Partnership		U.S. Route 198 and Route 1, Road, Laurel Race Course, Laurel, Maryland 20707		

Name of Secured Party or assignee	No.	Street	City	State
John T. Manfuso, Jr.	8401	Connecticut Ave.,	Chevy Chase,	Maryland 20815

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit A attached hereto and made a part hereof.

1981 DEC 12 PM 3:26
E. AUGHEY COLLISON
CLERK

RECORD FEE 22.00
POSTAGE 3.00
TOTAL 25.00
DEC 12 1981

RETURN TO:

(If affixed to realty—state value of each article)

CHECK \boxtimes THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ ~~not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$6,500,000.00.*

Debtor(s) or assignor(s)
Laurel Racing Association
Limited Partnership
BY: L-B Racing Associates, Inc.
the sole general partner

(Seal)
(Corporate, Trade or Firm Name)
John A. Manfuso, Jr.
Signature of Secured Party or Assignee
John A. Manfuso, Jr.
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

(Type or print name under signature)
BY: *Luigi De Armas*
, President

*The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Mailed to Secured Party

275

EXHIBIT A

Every building, structure and improvement of every kind and description now or hereafter erected or placed on the property described in Exhibit B, attached hereto and made a part hereof by this reference (the "Property") and all materials now owned or hereafter acquired by the Debtor and intended for construction, reconstruction, alteration and repair thereof, and all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods, equipment, chattels and personal property and all proceeds and profits thereof of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Property, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment, all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, and cabinets; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same, are now or hereafter attached to the Property; and, all leases and use agreements of machinery, equipment and other personal property of Debtor, under which Debtor is the lessee of or entitled to use in connection with the Property and any construction contracts and major subcontracts, site plans, cost studies, engineers reports, soil reports, and plans, drawings and specifications in connection with the Property.

Beginning for the same at a point on the Northerly right of way line of Maryland Route 198 said point is intended to be opposite Station 190 + 13 of the base line of right of way as shown on the State Roads Commission Plat No. 5670 (1) Thence running with said Northerly right of way of Route 198 as now surveyed S 58° 16' 25" W 1262.68 feet to the Easterly bank of the Patuxent River (2) Thence running along the Easterly bank of said river the following 21 courses and distances (3) N 80° 06' 57" W 267.98' (4) S 82° 28' 34" W 213.84' (5) N 58° 23' 33" W 122.11 (6) N 34° 01' 10" W 96.52' (7) N 0° 21' 54" W 314.01' (8) N 14° 02' 10" W 239.14' (9) N 35° 43' 39" E 290.86' (10) N 3° 25' 16" E 194.33' (11) N 18° 46' 05" W 217.57' (12) N 3° 10' 47" E 162.25' (13) N 41° 33' 59" W 141.68' (14) N 76° 49' 01" W 228.01' (15) N 47° 14' 45" W 144.36' (16) N 15° 56' 43" W 160.16' (17) N 29° 38' 41" W 349.97' (18) N 40° 12' 23" W 99.19' (19) N 55° 53' 59" W 174.94' (20) N 28° 48' 39" W 136.95' (21) N 9° 31' 48" W 277.83' (22) N 36° 46' 09" E 96.39' (23) N 15° 59' 51" W 524.00' to intersect the Southerly right of way line of Maryland U.S Route 1, (24) Thence running with the said Southerly right of way line N 39° 14' 32" E 219.94' to a concrete monument found (25) Thence S 51° 05' 27" E 577.83' to a monument (26) Thence N 36° 04' 33" E 150.30' to a monument (27) Thence 50° 49' 05" E 136.09' to an iron pipe (28) Thence N 39° 28' 44" E 199.97' and passing over a monument 30 feet from the beginning to a monument found on the Westerly side of a 100' wide private right of way (29) Thence along said Westerly right of way and crossing over the "Laurel By-Pass" N 51° 10' 27" W 706.50' to intersect the Southerly right of way of U S Route 1 (30) Thence with said right of way of U S 1 across the aforementioned 100' private right of way to the Easterly side thereof N 39° 17' 02" E 100.00' (31) Thence along the Easterly right of way line and crossing over the "Laurel By-Pass" S 51° 10' 26" E 580.97' to an iron pipe (32) Thence N 39° 28' 44" E 96.69' to the Easterly side of a 25' right of way (33) Thence along said Easterly 25' right of way N 51° 10' 26" W 102.83' to an oxle (34) Thence N 39° 41' 59" E

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Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated June 11, 1964, and recorded among the Land Records of Howard County in Liber 420, Folio 12

Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated

May 23, 1967, and recorded among the Land Records of Howard County in
Liber 469, Folio 362

Saving and excepting that piece or parcel of ground granted by
Laurel Race Course, Incorporated to Howard County Metropolitan Commission
by deed dated June 11, 1964, and record among the Land Records of Howard
County in Liber 420, Folio 17

Saving and excepting that piece or parcel of ground granted by
Maryland State Fair, Incorporated to the Howard County Metropolitan Commission
by deed dated October 4, 1955 and recorded among the Land Records of Howard
County in Liber 273, Folio 391

Also being subject to the right of way of the Laurel By-Pass as shown
on the Maryland State Roads Commission Plats No. 6814 and 6913

Also being subject to the right of way of U S Rt 198 as shown on the
Maryland State Roads Commission Plats No. 5772, 5773, 5667, 5670 and 5671

Also being subject to a maintenance agreement granted to American
Telephone & Telegraph and recorded among the Land Records of Howard County
in Liber 91, Folio 49 and Liber 89, Folio 508

Also being subject to a maintenance agreement granted to Baltimore
Gas & Electric and recorded among the Land Records of Howard County in Liber
210, Folio 69 and Liber 436, Folio 575



BOOK - 480 PAGE 449

251925

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No. ....	.....
Date &	.....
Hour.....	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
L-B Racing Associates, Inc.		U.S. Route 198 and Route 1, Racetrack Road, Laurel Race Course; Laurel, Maryland 20707		

Name of Secured Party or assignee	No.	Street	City	State
John A. Manufso, Jr.		8401 Connecticut Ave., Chevy Chase	Maryland	20315

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit A attached hereto and made a part hereof.

1980 DEC 12 PM 3:26
L. ANGELO COLLISON
CLERK

RECORD FEE 21.00
POSTAGE 1.50
TOTAL 22.50
DEC 17 84

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$6,500,000.00. *

Debtor(s) or assignor(s)

L-B Racing Associates, Inc. _____ (Seal)
(Corporate Trade or Firm Name)

BY: _____
Signature of Secured Party or Assignee

John A. Manufso, Jr., President _____
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

*The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Mailed to Secured Party

2150

All of L-B Racing Associates, Inc.'s ("Assignor") right, title and interest in and to all licenses, permits and similar authorities which it now holds or may hereafter apply for, acquire or hold either as general partner of the Laurel Racing Association Limited Partnership ("Partnership") or as a trustee or nominee for the Partnership, including, without limitation, racing licenses granted or hereafter granted by the Maryland Racing Commission and alcoholic beverage licenses granted or hereafter granted by Anne Arundel or Howard County, Maryland, used or useful in connection with the operation of Laurel Race Course at Laurel, Maryland, as described in Exhibit B attached hereto and made a part hereof by this reference ("Property"), and all proceeds arising from any sale or disposition thereof, but only to the extent that Assignor is not precluded by applicable law from granting such security interest; and

All of Assignor's contracts, agreements, rights and leases entered into as general partner of the Partnership or as a trustee or nominee for the Partnership, and all other items of like type and kind, currently existing and hereafter arising or acquired, used or useful in connection with the operation of Laurel Race Course at Laurel, Maryland, and all proceeds from any sale or disposition thereof.

Beginning for the same at a point on the Northerly right of way line of Maryland Route 198 said point is intended to be opposite Station 190 + 13 of the base line of right of way as shown on the State Roads Commission Plat No. 5670 (1) Thence running with said Northerly right of way of Route 198 as now surveyed S 58° 16' 25" W 1262.68 feet to the Easterly bank of the Patuxent River (2) Thence running along the Easterly bank of said river the following 21 courses and distances (3) N 80° 06' 57" W 267.98' (4) S 82° 28' 34" W 213.84' (5) N 58° 23' 33" W 122.11 (6) N 34° 01' 10" W 96.52' (7) N 0° 21' 54" W 314.01' (8) N 14° 02' 10" W 239.14' (9) N 35° 43' 39" E 290.86' (10) N 3° 25' 16" E 184.33' (11) N 18° 46' 05" W 217.57' (12) N 3° 10' 47" E 162.25' (13) N 41° 33' 59" W 141.68' (14) N 76° 49' 01" W 228.01' (15) N 47° 14' 45" W 144.36' (16) N 15° 56' 43" W 160.16' (17) N 29° 38' 41" W 349.97' (18) N 40° 12' 23" W 99.19' (19) N 55° 53' 59" W 174.94' (20) N 28° 48' 39" W 136.95' (21) N 9° 31' 48" W 277.83' (22) N 36° 46' 09" E 96.39' (23) N 15° 59' 51" W 524.00' to intersect the Southerly right of way line of Maryland U.S Route 1, (24) Thence running with the said Southerly right of way line N 39° 14' 32" E 219.94' to a concrete monument found (25) Thence S 51° 05' 27" E 577.83' to a monument (26) Thence N 36° 04' 33" E 150.30' to a monument (27) Thence 50° 49' 05" E 136.09' to an iron pipe (28) Thence N 39° 28' 44" E 199.97' and passing over a monument 30 feet from the beginning to a monument found on the Westerly side of a 100' wide private right of way (29) Thence along said Westerly right of way and crossing over the "Laurel By-Pass" N 51° 10' 27" W 706.50' to intersect the Southerly right of way of U S Route 1 (30) Thence with said right of way of U S 1 across the aforementioned 100' private right of way to the Easterly side thereof N 39° 17' 02" E 100.00' (31) Thence along the Easterly right of way line and crossing over the "Laurel By-Pass" S 51° 10' 26" E 580.87' to an iron pipe (32) Thence N 39° 28' 44" E 96.69' to the Easterly side of a 25' right of way (33) Thence along said Easterly 25' right of way N 51° 10' 26" W 102.83' to an axle (34) Thence N 39° 41' 59" E

200.00' (35) Thence N 51° 22' 59" E 665.52' (36) Thence S 50° 26' 41" E 591.76' to an iron pipe (37) Thence N 35° 08' 21" E, and passing over several iron pipes 946.79' to an iron pipe (38) Thence S 51° 16' 47" E 360.14'; (39) Thence N 35° 13' 13" E 285.45' to an iron pipe (40) Thence S 51° 16' 47" E 817.40' to an iron pipe on the Northerly right of way line of the Baltimore & Ohio RR (41) Thence continuing across said RR S 51° 16' 47" E 140' to the Southerly right of way line of said RR (42) Thence with the Southerly right of way of the RR N 39° 35' 24" E 215.29' (43) Thence N 35° 41' 24" E 87.42' (44) Thence N 34° 44' 05" E 91.26' (45) Thence N 35° 08' 03" E 99.05' (46) Thence N 33° 31' 50" E 99.57' (47) Thence N 25° 51' 28" E 181.14' to intersect the centerline of Whiskey Bottom Rd (48) Thence S 62° 53' 07" E 107.87' (49) Thence with said centerline of Whiskey Bottom Rd S 71° 03' 12" E 415.40' (50) Thence S 70° 55' 49" E 179.14' to intersect the centerline of Brock Bridge Rd (51) Thence with the centerline of Brock Bridge Rd S 09° 05' 07" W 886.06' (52) Thence S 6° 47' 51" W 313.68', (53) S 8° 11' 34" W 560.36', (54) Thence S 8° 03' 11" W 422.42' (55) Thence S 7° 58' 18" W 402.60', (56) Thence S 12° 30' 37" W 260.22', (57) Thence S 6° 25' 36" W 231.84' to intersect the Northerly right of way line of Rt 198, (58) Thence along a curve to the left having a Radius of 5759.58' and subtended by a chord of S 66° 45' 18" W 1793.80' to the place of beginning containing 323.86 acres of land more or less

Saving and excepting therefrom the right of way for the B & O Railroad as shown on the B & O plots V-181-6 & V-181-7

Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated June 11, 1964, and recorded among the Land Records of Howard County in Liber 420, Folio 12

Saving and excepting that piece or parcel of ground granted by Laurel Race Course, Incorporated to Howard County Metropolitan Commission by deed dated

May 23, 1967, and recorded among the Land Records of Howard County in
Liber 469, Folio 362

Saving and excepting that piece or parcel of ground granted by
Laurel Race Course, Incorporated to Howard County Metropolitan Commission
by deed dated June 11, 1964, and record among the Land Records of Howard
County in Liber 420, Folio 17

Saving and excepting that piece or parcel of ground granted by
Maryland State Fair, Incorporated to the Howard County Metropolitan Commission
by deed dated October 4, 1955 and recorded among the Land Records of Howard
County in Liber 273, Folio 391

Also being subject to the right of way of the Laurel By-Pass as shown
on the Maryland State Roads Commission Plats No. 6814 and 6913

Also being subject to the right of way of U S Rt 198 as shown on the
Maryland State Roads Commission Plats No. 5772, 5773, 5667, 5670 and 5671

Also being subject to a maintenance agreement granted to American
Telephone & Telegraph and recorded among the Land Records of Howard County
in Liber 91, Folio 49 and Liber 89, Folio 508

Also being subject to a maintenance agreement granted to Baltimore
Gas & Electric and recorded among the Land Records of Howard County in Liber
210, Folio 69 and Liber 436, Folio 575



BOOK - 480 PAGE 454

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Seymour Weiner, M.D., P.A. 1277 Green Holly Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) Leasing Corporation of America Box 52 Stevenson, MD 21153	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECEIVED THE POSTAGE NOTICE 2000 101 15:13 DEC 12 84
--	--	--

4. This statement refers to original Financing Statement bearing File No. Folio#207 ID#237731 Liber#437
Filed with Clerk of Anne Arundel Co Date Filed May 4 1981

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

No. of additional Sheets presented:
Union Trust Company of Maryland Assignee
of Leasing Corporation of America

By: _____ Signature(s) of Secured Party(ies)
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-3**

Mailed to Secured Party

RECEIVED - CLERK OF COURT
CLERK OF COURT - ANNE ARUNDEL COUNTY
1984 DEC 12 PM 3:28
E. AUBREY COLLISON
CLERK



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address Fayette & St. Paul Streets, Box 116

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated July 19, 1984, Schedule 02, dated November 19, 1984 between Assignor as Lessor and Draper-King Cole, Inc. and The Draper Canning Company as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

- 1 (One) 1985 Mack Tractor Model #MH613, S/N 1M2AR06YXFM004075
- 1 (One) 1985 Mack Tractor Model #MH613, S/N 1M2AR0643FM004077

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III, Exec. V.P.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro, Sr. V.P.
(Signature of Secured Party)

John J. Stamerro, Sr. V.P.

Type or Print Above Signature on Above Line

Mailed to Secured Party

11/00/80

1984 DEC 12 PM 3:29
E. ANDREW COLLISON
CLERK

RECORDED
FEE
11.00
DEC 12 1984

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.
Address Fayette & St. Paul Streets, Box 116
Baltimore, MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

1984 DEC 12 PM 3:29
E. ADAM COLLISON
CLERK

RECORDED
INDEXED
11-02
30
NOTARIAL PUBLIC
110-19
DEC 12 84

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated July 19 1984, Schedule 01, dated October 18, 1984 between Assignor as Lessor and Draper-King Cole, Inc. and The Draper Canning Company as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

One (1) 1985 Mack Tractor Model MH613, S/N 1M2AR06Y1FM004076

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III, Exec. V.P.
(Signature of Debtor)

Frank J. Sarro III, Exec. V. P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro, Sr. V.P.
(Signature of Secured Party)

John J. Stamerro, Sr. V.P.

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

11/02/84

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated November 14, 1984 between Assignor as Lessor and Tag Engineering Incorporated as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

- 1 (One) Matuura MC-1000vs Machining Center with Yasnac MX-1 S/N 84043801
Yasnac S/N 3642915
- 1 (One) Extended Memory to 490'
- 1 (One) G25 Program Copy

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro
(Signature of Secured Party)

John J. Stamerro, Sr. V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

11/22/82

1984 DEC 12 PM 3:29
E. AUREY COLLISON
CLERK

RECORD FEE
\$1.00
FILING
\$1.00
TOTAL \$2.00
DEC 12 1984

MARYLAND FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) name(s) and address: David R & Catherine E Ridgley
5299 Solomon Island Road
Lethbrun, Maryland 20820

Secured Party and address (Type complete corporate name):
Landmark Finance Corporation of Virginia
478 Elden Street Herndon Virginia 22070

This Financing Statement covers the following types (or items) of property:
 (Check box which applies)

All of the consumer goods including household goods, furniture and other personal property located in or about the debtors' premises at their address set forth above, including but not limited to: living room furniture, dining room furniture, bedroom furniture, kitchen stoves, refrigerators, dishwashers, clothes washers and dryers, electrical appliances of all types, room air conditioners, radio and television sets, record and tape playing sets and equipment, cameras, movie projectors, sewing machines, silverware, crystal, china, musical instruments, sports equipment, books, paintings, power and manual garden tools including lawnmowers, and power and manual wood and metal working tools.

Other personal property (Describe): _____

<input type="checkbox"/>	MAKE OF AUTO	YEAR	BODY	MOTOR NO.	SERIAL NO.
--------------------------	--------------	------	------	-----------	------------

The secured transaction being publicized by this FINANCING STATEMENT is (is not) subject to the Recordation Tax imposed by Article 81, Section 277 and 278, Annotated Code of Maryland, 1962 Suppl, as amended.

The Principal Amount of the Debt initially incurred which is secured by the Security Agreement which this Financing Statement publicized is \$ 1541.73

After recording, filing officer will please deliver or mail this statement to the SECURED PARTY herein whose name and address are set forth above.

SIGNATURES OF DEBTORS:

SIGNATURE OF SECURED PARTY OR ASSIGNEE OF RECORD:

David R Ridgley
 David R Ridgley

Landmark Finance Corporation of Virginia
 (TYPE COMPLETE CORPORATE NAME)

Catherine E Ridgley
 Catherine E Ridgley

By: David C Taylor
 David C Taylor MANAGER

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

415-63

Secured Party:

Landmark Financial Services

478 Elden St. Herndon, VA 22070

By Sinda Bueggeman

(Type names below all signatures)

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

E. AUDREY COLLISON
CLERK

1981 DEC 12 PM 12:28

KP

RECORDED FEE
 \$10.00
 FILED
 11/25/79
 REC 12 24

Mailed to Secured Party

10⁰⁰/₅₀

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) Bay Country Electronics Inc.		14. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 4 Dock Street		1C. CITY STATE Annapolis, MD	1D. ZIP CODE 21401
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		24. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		34. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Alpine Electronics of America, Inc. MAILING ADDRESS P.O. Box 2859 CITY Torrance STATE CA ZIP CODE 90509		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

All inventory of goods and merchandise now held or hereafter acquired by Debtor bearing the trademark "ALPINE" and/or "LUXMAN" either singly or in combination with any other word or words, together with all additions or accessions thereto, and all accounts, contract rights, documents, instruments, general intangibles and chattel papers of Debtor now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

RECORD FEE 11.00
 11/23/84 10:56
 DEC 13 84

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9-105 (1) (ii)	

9. SIGNATURE (S) OF DEBTOR (S) <i>John M. Cochran</i> John M. Cochran, President	DATE 11/21/84
TYPE OR PRINT NAME (S) OF DEBTOR (S) Bay Country Electronics Inc.	
SIGNATURE (S) OF SECURED PARTY (IES) <i>Genevieve Rasell</i>	
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES) Alpine Electronics of America, Inc.	

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
1 2 3 4 5 6 7 8 9 0

1984 DEC 13 AM 9:57
 COLLISION

11. RETURN COPY TO:

NAME
 ADDRESS DATA-FILE SERVICES, INC.
 CITY 12327 SANTA MONICA BLVD. #102
 STATE LOS ANGELES, CA 90025
 ZIP CODE

Mailed to Secured Party

STATE OF MARYLAND BOOK - 480 PAGE 480
 FINANCING STATEMENT FORM UCC-1 Identifying File No. 25493E

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11/7/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Rojac Group Inc. T/A Howard Johnson Motor Lodge
 Address 7253 Parkway Drive, Dorsey, MD 21076

2. SECURED PARTY

Name BORG WARNER LEASING A Division of BORG WARNER ACCEPTANCE CORP.
 Address 3601 Hempstead Tpke, Levittown, NY 11756

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Refurbishing of 38 rooms, 3 corridors and front lobby with Landmark furniture and fixtures

"and other equipment and all accessions, additions and replacements thereto, whether now owned or hereafter acquired. This financing Statement does not constitute, and is not to be construed as, an admission that the lease between the "Debtor" and the "Secured Party" constitutes a security agreement."

SECTION: ten LOT: 32 ~~BLOCKY~~ Parkway Industrial Center
 CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Barrett Penan
 (Signature of Debtor)
 Barrett Penan
 Type or Print Above Name on Above Line
 (Signature of Debtor)
 Type or Print Above Signature on Above Line

Barrett Penan
 (Signature of Secured Party)
 Barrett Penan
 Type or Print Above Signature on Above Line

1904 DEC 13 AM 11:33
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

EXHIBIT "A"

DESCRIPTION OF
LOT 32, SECTION TEN
PARKWAY INDUSTRIAL CENTER
5TH TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Being all of that parcel of land designated as Lot 32 as shown on a plat of subdivision entitled "Section Ten, PARKWAY INDUSTRIAL CENTER" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 51, Page 9 as Plat No. 2734, and being more particularly described as follows

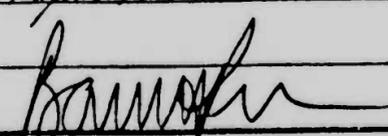
Beginning for the same at a point at the westerly end of the North 37°24'27" West, 66.04 feet common lot line of the aforesaid Lot 32 and Lot 33 as shown on the aforesaid plat, said point being on the southeasterly right of way line of Parkway Drive (80 feet wide) also as shown on the aforesaid plat; and running thence, along said right of way line, the three (3) following courses and distances

1. 12.00 feet along the arc of a curve, deflecting to the right, having a radius of 337.49 feet and a chord bearing North 72°45'25" East, 12.00 feet to a point; thence
2. 298.81 feet along the arc of a curve, deflecting to the left, having a radius of 440.00 feet and a chord bearing South 54°18'49" West, 293.10 feet to a point; thence
3. North 34°51'30" East, 40.00 feet to a point at the westerly end of the northeasterly or South 55°08'30" East, 691.94 feet lot outline of said Lot 32 and running thence with said outline the following two (2) courses and distances
4. South 55°08'30" East, 691.94 feet to a point; thence
5. South 74°45'06" West, 450.75 feet to a point at the easterly end of the North 55°08'30" West, 445.00 feet common lot line of said Lots 32 and 33, and running thence, with said common lot line the following two (2) courses and distances
6. North 55°08'30" West, 445.00 feet to a point; thence
7. North 37°24'27" West, 66.04 feet to the point of beginning; containing 200,288.88 square feet or 4.598 acres of land.

Furniture: Nature Pecan

No. of Rooms

Quantity	Description	BOOK - 480	PAGE 462
20 ea	4/6 headboards w/o bolster		
10 ea	4 drawer lowboy 72"		
10 ea	40" luggage bench w/fabric		
10 ea	night stands w/drawer		
10 ea	22 x 42 table/desk w/drawer		
20 ea	#4400 lounge chair w/Daver fabric		
40 ea	bed/desk lights (4 per room)		
	10 w/cord cover & plug		
	30 direct wire w/o switch		
10 ea	ceramic lamp - burgundy		
10 ea	bath light		
10 ea	vanity light		
20 ea	pictures - Rose scheme		
380 sqd	carpet - Old Cedar Preview Collection		
20 ea	double throw quilted spread		
400 400 sqd	grasscloth vinyl		
10 sets	draperies - casements w/blackouts - installed		
CLERK'S NOTATION			
----- Document submitted for record in a condition not permitting satisfactory photographic reproduction.			
			Totals

Furniture: Native Pecan		No. of Rooms
Quantity	Description	BOOK - 480 PAGE 463
10 ea	6/6 headboards w/o bolster	
10 ea	4 drawer lowboy 72"	
10 ea	40" luggage bench w/fabric	
10 ea	22x42 table/desk w/drawer	
20 ea	night stands w/drawer	
10 ea	ceramic lamp - burgundy	
30 ea	bed/desk lights - direct wire w/o switch	
10 ea	# 6.5414 brass floor lamp w/tray & gallery	
10 ea	bath light	
10 ea	vanity light	
10 sets	bedding 76x80 king size (promo)	
10 ea	king throw quilted spread w/23" drop	
10 ea	love seat sofa # 3493	
300 sqd	carpet - Old Cedar, Preview Collection	
400 sqd	grasscloth vinyl	
20 ea	pictures - Rose Scheme	
10 ea	T.V. Stand - pedestal style	
20 ea	# 4400 Lounge Chair w/cover fabric	
10 sets	draperies - casements w/blackouts installed	
		10-26-84 Total
Barrett Penan, President		Date

Quantity	Description
	BOOK - 480 PAGE 465
1 ea	#3764-4 Sofa w/1 set arm rest covers
1 ea	#3765-4 Loveseat sofa w/1 set a.r. covers
4 ea	#1483-4 Swivel Rocker 2ea D Grade Fabric 2ea F Grade Fabric
3 ea	#228-02 End Table 22x28x20H
2 ea	#228-03 Cocktail Table 22x56x16H
1 ea	#228-10 Sofa Table 18x52x26H
2 ea	Pot Brass Lamps #619/83 "Speer"
1 ea	Tea Cart TV Stand
1000 sqd	Lobby Carpet & Corridors #7310 Old Cedar
1200 sqd	Corridor Vinyl
1 sqd	Lobby Vinyl
24 ea	Corridor Lights (12 per floor)
8 sets	Armrest Covers for lounge chairs (2 sets each.)
2 sets	Armrest Covers for sofas (1 set ea sofa)

Note: Armrest covers are std (1 set ea)
w/all sofas - 2nd set is extra chg.
Lounge chair armrest covers are
not std

Totals

Barrett Penan 10-26-84
Barrett Penan, President Date

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Young, Michael DBA Print Force
Address 160 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) A. B. Dick Collator, Serial Number 6876, Model 7815
- One (1) A. B. Dick 375 QPC Offset Press with 1 - 3873 Spray Attachment
Serial Number 000361 & 3737
- One (1) A. B. Dick 360 Offset Press with 36095 Blanket Washer and 3582
Work Light, Serial Number 0009135
- One (1) A. B. Dick 155 Madax 375 Electrostatic Camera, Serial Number C120218
- One (1) Canon NP400 Bond Copier, Serial Number 60100748

1984 DEC 13 AM 11:34
E. ABBEY COLLISON
CLERK

RECORDING FEE 12.00
POSTAGE .50
TOTAL DUES 12.50
DEC 13 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Michael Young DBA Print Force

Michael Young
(Signature of Debtor)

Michael Young
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Carole Vardant
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

12.10
80

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) Weiman, William Brian and Weiman, Frank Peter 121 Club Road Pasadena, Md. 21122	2 Secured Party(ies) and Address(es) Beltway International Trucks, Inc. 1800 Sulphur Spring Rd. Baltimore, Md. 21227	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 3.00
4 This financing statement covers the following types (or items) of property: 1985 International Harvester Model 1654-Cab and Chassis Serial Number 1HTLAHEM7FHA19701 with 24' Supreme Van Body Serial Number VA 24090 E9741 DOCUMENT NOT SUBJECT TO RECORDATION TAX.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. 9602 A George Palmer Hwy. Lanham, Md. 20706 DEC 13 84

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: County

(X) William Brian Weiman

By: (X) Frank Peter Weiman
Signature(s) of Debtor(s)

By: (X) John J. [Signature] President
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev. 12-80

Mailed to Secured Party

1984 DEC 13 AM 11:34

E. AUBREY COLLISON
CLERK

13.10
[Signature]

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay State Savings and Loan Assoc, Inc.
Address Rt. 175, Odenton Shopping Center, Odenton Md. 21113 Anne Arundel Co.

2. SECURED PARTY

Name ConTel Credit Corporation
Address 223 Perimeter Center Parkway, Suite 230
Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"NOT SUBJECT TO TAX"

1 Equity Telephone Key Service Unit and component parts

RECORD FEE 11.00
NOTICE 0345 PM TEL: 09
DEC 13 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

KP
1984 DEC 13 AM 11:34
E. MURPHY COLLISON
CLERK

[Signature]
(Signature of Debtor)
Bay State Savings & Loan Assoc., Inc.
Ron Davis
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
ConTel Credit Corporation
Type or Print Above Signature on Above Line

11.00
[Signature]

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Campbell's Kitchen and Bath, Inc.

Address 2124 Priest Bridge Drive, #12, Crofton, MD
(Anne Arundel County)

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION

Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
"NOT SUBJECT TO TAX"

- 1 Equity II Telephone with Handsfree
- 2 Equity II Standard Telephones
- 1 Central Office Line Card

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Donna Campbell
Campbell's Kitchen & Bath, Inc.
(Signature of Debtor)

Campbell's Kitchen and Bath, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

Lorraine Tedesco
(Signature of Secured Party)

LORRAINE TEDESCO
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECORDED
1984 DEC 13 AM 11:34
STATE ARCHIVES
11.10
13 84

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Industrial Trucks, Inc.
Address 719 Hammonds Ferry Rd., Linthicum Hts., MD 21090
(Anne Arundel County)

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION
Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

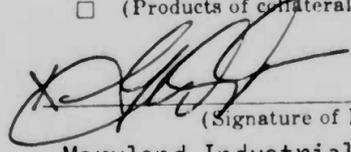
"NOT SUBJECT TO TAX"

1 Encore 12/32 Telephone Key Service Unit and component parts

1984 DEC 15 AM 11:34
KIP E. HODGINS COLLISON CLERK
RECORDING FEE 11.00
NOTING 0340 FEE 1111-4
DEC 13 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

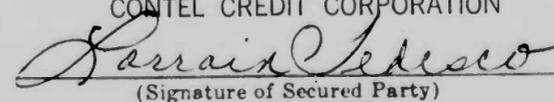

(Signature of Debtor)

Maryland Industrial Trucks, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

CONTEL CREDIT CORPORATION

(Signature of Secured Party)

LORRAINE TEDESCO
Type or Print Above Signature on Above Line

11.00
JD

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name InterCAD Corp.
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401
(Anne Arundel County)

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION
Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"NOT SUBJECT TO TAX"

- 2 Command Telephones
- 2 Jacks

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X Paula Ayres / controller
(Signature of Debtor)

InterCAD Corp.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

CONTEL CREDIT CORPORATION

Lorraine Tedesco
(Signature of Secured Party)

LORRAINE TEDESCO
Type or Print Above Signature on Above Line

RECORD FEE 11.00
NOTES 0345 401 11115
DEC 13 1984

RECORDED 13 APR 11 1985
E. J. WILSON

11.00
B

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baltimore Beauty & Barber Supply, Inc.

Address 105 Langley Road, Glen Burnie, MD 21061

2. SECURED PARTY (Anne Arundel County)

CONTEL CREDIT CORPORATION

Name _____

Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"Not Subject to Tax"

I Equity II Telephone Key Service Unit and Component Parts.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Edward Feldman, VP
(Signature of Debtor)

Baltimore Beauty & Barber Supply, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

Lorrain Tedesco
(Signature of Secured Party)

LORRAIN TEDESCO
Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED IN COUNTY
11.00
12.13.84
E. ANGELO COLLISON
CLERK
WR 1990 DEC 13 AM 11:35

BOOK - 480 PAGE 473

UNIFORM COMMERCIAL CODE - STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238515

A. A. Co., MD

RECORDED IN LIBER 439 FOLIO 95 ON 06/24/81 (DATE)

1. DEBTOR

Name Maynard, F. Alan
Address 918 Annapolis Road, Gambrills, MD 21054

2. SECURED PARTY

Name International Harvester Credit Corporation
Address P. O. Box 3140, Cherry Hill, New Jersey 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: TERMINATION. Includes checkboxes and descriptive text for each option.

1984 DEC 13 AM 11:50
E. ADRIAN COLLISON

RECORD FILE 10.00
POSTAGE .50
DEC 13 84

Dated DEC - 6 1984

Mary Ellen Danser
INTERNATIONAL HARVESTER CREDIT CORP.
(Mary Ellen Danser)
Type or Print Above Name on Above Line

UCC-3 MARYLAND (SHAW-WALKER CO.)

1052

Mailed to Secured Party

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

A. A. Co.

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 228828

RECORDED IN LIBER 417 FOLIO 215 ON 10/17/79 (DATE)

1. DEBTOR

Name James Edward Johnson
 Address 5908 Shadyside Rd. Shadyside MD 20867

2. SECURED PARTY

Name International Harvester Credit Corporation
 Address P. O. Box 3140, Cherry Hill, New Jersey 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

E. ARBETHY COLLESON
CLERK

1984 DEC 13 AM 11:50

REGISTRATION FEE 10.00
 POSTAGE 50
 ATTORNEY COST \$11.39
 DEC 13 84

Dated DEC - 6 1984

Mary Ellen Danser
 INTERNATIONAL HARVESTER CREDIT CORP.
 (Signature of Secured Party)
Mary Ellen Danser
 Type or Print Above Name on Above Line

UCC-3 MARYLAND (SHAW-WALKER CO.)

Mailed to Secured Party

1050

BOOK - 480 PAGE 475

254929

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code *County Arapahoe*

1. Debtor(s) Name and Mailing Address: Denelcor, Inc. 17000 E Ohio Pl Aurora CO 80017	2. Secured Party(ies) Name and Address: United Bank of Aurora 9000 East Colfax Avenue Aurora, Colorado 80010	3. For Filing Officer (Date, Time, Number, and Filing Office)
4. This Financing Statement covers the following types (or items) of property: (WARNING: If collateral is crops, fixtures, timber, or minerals or other substances to be extracted or accounts resulting from the sale thereof, read instructions above.) 1st lien on H1201 HEP Computer System Model #2147 S/N 1007 See Exhibit "A"		5. Name and address of Assignee of Secured Party RECORD FEE 13.00 POSTAGE .50 80717 0345 001 71142 DEC 13 1984
Check only if applicable <input type="checkbox"/> This Statement is to be filed for record in the real estate records. <input type="checkbox"/> Products of collateral are also covered.		
6. This statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (Please check appropriate box) <ul style="list-style-type: none"> <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state; <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected; <input type="checkbox"/> as to which the filing has lapsed; or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor. 		
7. Check only if applicable: <input type="checkbox"/> The Debtor is a transmitting utility. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><i>John A. Harrison</i> Vice President, Administrative Services</p> <p><i>John A. Harrison</i> Vice President, Operations</p> <p>Signature(s) of Debtor(s) Form approved by the Secretary of State and the County Clerks and Recorders Association</p> </div> <div style="width: 45%; text-align: right;"> <p>United Bank of Aurora</p> <p>By: _____ Signature(s) of Secured Party(ies)</p> </div> </div> <p style="text-align: center;">(1) Filing Officer Copy - Alphabetical</p> <p style="text-align: right;">FORM 1—UNIFORM COMMERCIAL CODE Rocky Mountain Bank Note - 600 (10-77)</p>		

1984 DEC 13 AM 11:58
 E. AUBREY COLLISON
 CLERK



Mailed to Secured Party

This equipment is leased ^{to} the United States Government for use at:

Maryland Procurement Office
 9800 Savage Rd.
 Ft. George G. Meade, MD 20755

RENTAL, MAINTENANCE WORKSHEET EXHIBIT "A" Page 1 of 2

ITEM NO.	TYPE/SERIAL	DESCRIPTION	QTY
001		2147-H1201 HEP Computer System (MSS) WHICH INCLUDES THE FOLLOWING (4) 2204-H1000 Process Execution Module (PEM)	1
		(4) 2310-Program Memory Controller	
		(4) 2410-Data Memory Controller	
		(4) 2313-Program Memory Increment, 1MB (128KW)	
		(4) 2413-Data Memory Increment, 1MB (128KW)	
		(1) 2223-Switch Network W/8 Nodes	
		(1) 2224-Switch Network Expander W/12 Nodes	
		(1) 6221-Disk Controller	
		(1) 6222-300MB Disk Drive	
		(1) 6102-I/O Control Subsystem WHICH INCLUDES: - I/O Control Processor	
		- Console W/CRT, Modem and 120cps Logging Printer	
		- Communications Interface	
		- A20 10m Line Printer with 96 character Set Band	
		(1) 6201-Mass Storage Subsystem (MSS) WHICH INCLUDES: - I/O Cache Memory Control	
		- (1) 16MB Cache Memory Increment	
		- (1) UPC Cabinet	
		- (1) UPC Four-Channel Interface	

FORM 2100 REV APR 73

CLERK'S NOTATION

Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

BOOK - 480 PAGE 477

Exhibit "A" Page 2 of 2

This equipment is leased to the United States Government for use at:

Maryland Procurement Office
9800 Savage Rd.
Ft. George G. Meade, MD, 20755

RENTAL MAINTENANCE WORKSHEET EXHIBIT "A" Page 2 of 2

ITEM NO.	TYPE/SERIAL	DESCRIPTION	QTY
001		- (1) UPC Chassis	1
		- (2) UPC Channels	
		- (1) 6221 Disk Controller	
002		6121-Magnetic Tape Controller	1
003		6122-Magnetic Tape Drive, 45ips	1
004		6155-Programmer's CRT Terminal	5
005		Power Distribution Unit (PDU) which consists of: 225 KVA 117 MB System 480 volt input, 230 volt output, 30 outlets with 115 volt 10 center tap to include the following options: transient suppression network, surge suppression lighting suppression, RF suppression plate, (4)-output panels (16R pole) with output circuit breaker protection on each sub-panel, 1-EPO station with 50' cable, manual reset, 28 output cables 30' in length with breakers	1
006		6224-600MB Disk Drive	2
007		6123-Magnetic Tape Controller/Formatter	1
008		6124-Magnetic Tape Drive, 125ips	1
009		6221-Disk Controller	2
010		6213-UPC Channel	3
011		6212-UPC Four-Channel Interface	1
012		6211-UPC Chassis	1

FORM 2150 REV APR 71

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK - 480 PAGE 478

254910

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) WEBER, WILLIAM A. WEBER, TAMMY R. 7959 TELEGRAPH RD. LOT 70 SEVERN MHP SEVERN, MD. 21144		2 Secured Party(ies) and address(es) CHESAPEAKE MOBILE HOMES 230 MARYLAND RT. 3 MILLERSVILLE, MD. 21108	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: 1984 LIBERTY Book 3BCFKCSW 14x70 SN#08-L-54726 MOBILE HOME SKIRTING & STEPS		5. Assignee(s) of Secured Party and Address(es) NORWEST MODERN HOME CAPITAL, INC. P.O. BOX 668 UNIONTOWN, PA. 15401	
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:	
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:			
By <u>William A. Weber & Tammy R. Weber</u> Signature(s) of Debtor(s)		By <u>NORWEST MODERN HOME CAPITAL, INC.</u> Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy-Alphabetical		STANDARD FORM - FORM UCC-1. (For Use in Most States)	

Mailed to Secured Party

RECEIVED
 1984 DEC 13 AM 11:58
 E. AUBREY COLLISON
 CLERK

12/10/84

254911

BOOK - 480 PAGE 479

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
KILSHEIMER, Douglas		2648 Greenbriar Lane,	Annapolis,	Maryland

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
District of Columbia National Bank, Washington		1801 K Street N.W.	Washington	D.C. 20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

1985 TIARA Slick Craft Continental 31 ft. Ser#SSUT1369M85A
ser#47586 Engine ser#47581 Port Engine

RECORD FEE 11.00
POSTAGE .50
47100 7345 801 71152
DEC 13 84

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ *is* not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

X *Douglas G. Kilsheimer*
Douglas Kilsheimer

(Type or print name under signature)

District of Columbia National Bank, Washington (Seal)
(Corporate, Trade or Firm Name)

X *Robert P. Pincus*
Signature of Secured Party or Assignee
Robert P. Pincus, president

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

11/20/84

RECORDED
DEC 13 1984
CLERK

FINANCING STATEMENT

1. Name of Debtor: INTERNATIONAL INVESTMENTS-1984
GENERAL PARTNERSHIP
Address: 2806 Solomons Island Road
Edgewater, Maryland 21307
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate and Mortgage Banking
Department
10 Light Street
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 26, 1984 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation tax has been paid on the principal sum of \$500,000 in connection with the filing of the aforesaid Deed of Trust in the Land Records of Anne Arundel County, Maryland.

Debtor:
INTERNATIONAL INVESTMENTS-1984
GENERAL PARTNERSHIP

Secured Party:
MARYLAND NATIONAL BANK

By Arlene P. Parrella
Arlene P. Parrella
Managing General Partner

By Richard C. Jacobs
Richard C. Jacobs
Mortgage Loan Officer

RECORD FEE 14.00
POSTAGE 50
ATTORNEY'S FEE 402 714:29
DEC 13 84

1984 DEC 13 PM 2:32
E. ALDRIDGE DUNLISON
CLERK

Mailed to Secured Party

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point located at the Northernmost corner of Lot B as shown on a Plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 3142, folio 219; said point of beginning being further located at the end of the North $74^{\circ} 51' 20''$ East 66.62 foot line of Parcel 1 of a conveyance from John A. Stockett and Ida Adelle Stockett, his wife, to William H. Choate and Peggy P. Choate, his wife, and Howard Burgess Smith and Daphna E. Smith, his wife, by Deed dated December 10, 1971 and recorded among the said Land Records in Liber 2455, folio 426; Thence running from the place of beginning so fixed and running with the South $46^{\circ} 22'$ East 80.46 foot line of said Parcel 1 and also running along the Northeast outline of Parcel 2 of the said conveyance recorded in Liber 2455, folio 426, as now found and also running with the outline of said Lot B as shown on the said Plat recorded in Liber 3142, folio 219, South $46^{\circ} 22'$ East 246.27 feet to intersect the Northwest right of way line of Riva Road as now found; thence with the same South $49^{\circ} 04'$ West 132.05 feet to a point; thence leaving said Riva Road and running through Parcel 1 of the above mentioned conveyance recorded in Liber 2455, folio 426, and also running through the conveyance from John A. Stockett and Ida Adelle Stockett, his wife, to William H. Choate and Peggy P. Choate, his wife, and Howard Burgess Smith and Daphna E. Smith, his wife, by Deed dated December 10, 1971 and recorded among the said Land Records in Liber 2455, folio 419, North $40^{\circ} 15' 28''$ West 296.15 feet to intersect the North $82^{\circ} 15'$ East 125.92 foot line of said conveyance recorded in Liber 2455, folio 419; thence with part of said line and with bearings referred to Maryland Grid North and also with the North $74^{\circ} 54' 20''$ East 66.62 foot line of the said Parcel 1 of the conveyance recorded in Liber 2455, folio 426, North $74^{\circ} 54' 20''$ East 116.93 feet to the place of beginning. Containing 31,859 square feet as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in August 1980.

Subject to and having the use in common with others of a 15 foot easement for ingress and egress and described as follows:

BEGINNING for the same at a point located on the Northwest side of Riva Road and at the division corner between Lot A and Lot B as shown on the above mentioned plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 3142, folio 219; said point of beginning being further located at the end of the South $49^{\circ} 04'$ West 132.05 foot line of the above described 31,859 square foot parcel; thence running from the place of beginning and leaving said Riva Road and running with the outlines of the herein described 15 foot easement North $40^{\circ} 15' 28''$ West 50.0 feet; thence running through the above described 31,859 square foot parcel known as Lot B North $49^{\circ} 04'$ East 15.0 feet and south $40^{\circ} 15' 28''$ East 50.0 feet to intersect the above mentioned Northwest side of Riva Road; thence with the same South $49^{\circ} 04'$ West 15 feet to the place of beginning.

The above described also having the use in common of a 15 foot easement running through Lot A as shown on the above mentioned Plat recorded in Liber 3142, folio 219 and described as follows:

BEGINNING for the same at a point located on the Northwest side of Riva Road and at the division corner between Lot A and Lot B as shown on the above mentioned plat recorded in Liber 3142, folio 219; said point of beginning being further located at the end of the South $49^{\circ} 04'$ West 132.05 foot line of the above described 31,859 square foot parcel; thence running from the place of beginning so fixed and running along the said Northwest side of Riva Road South $49^{\circ} 04'$ West 15 feet; thence leaving said Riva Road and running through Lot A as shown on the above mentioned Plat and recorded in Liber 3142, folio 219, North $40^{\circ} 15' 28''$ West 50.0 feet and North $49^{\circ} 04'$ East 15 feet to intersect the division line between said Lot A and Lot B; thence with part of said division line South $40^{\circ} 15' 28''$ East 50.0 feet to the place of beginning.

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11/29/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Inn on the Point Joint Venture

Address 99 Cathedral Street, Annapolis, MD. 21401

2. SECURED PARTY

Name First Maryland Savings and Loan, Inc.

Address 6001 Montrose Road, Rockville, MD. 20852

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Borrower grants a security interest in all compensation of any kind whatsoever, which may be payable to Borrower pursuant to the partnership's interest in Causeway Inn Parnters, Ltd. Borrower grants a security interest of its 10% interest in Auberge's Associates 60% interest in Causeway Partners, Ltd.

RECORD FEE 11.00
POSTAGE .50
#07197 0340 101 113:44
DEC 13 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Inn on the Point Joint Venture

Robert D. Hauck
(Signature of Debtor)

Robert D. Hauck, Managing Partner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Nancy M. Jacobs
(Signature of Secured Party)

Nancy M. Jacobs
Loan Operations Manager
Type or Print Above Signature on Above Line

1156

Filed to Secured Party

1984 DEC 13 PM 3:39
E. J. COLLISON
CLERK

01240-9
A.A.C.

BOOK - 480 PAGE 483

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253692

RECORDED IN LIBER 477 FOLIO 335 ON 9-4-84 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.
Address Box 244, 8319 Md. Route 3, Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>To amend the original filings to include the following Serial Numbers:</p> <p>Two (2) New International Harvester Tractors, S/N's IHSZJJSR7EHA60946 and IHS JJSR7EHA60877</p> <p>Two (2) New International Harvester Vans, S/N's IHTLDUXN7EHA60785 and IHTLDUXN4EHA60839</p>	

10.00
50
R01 713445
DEC 13 84

John W. Ritter Trucking, Inc.
Edward W. Ritter
(Signature of Debtor)
Edward W. Ritter, Vice President
Type or Print Above Name on Above Line

Credit Alliance Corporation
Larry F. Kimmel
(Signature of Secured Party)
Larry F. Kimmel, Assistant Sec.
Type or Print Above Name on Above Line

Dated August 20, 1984

Mailed to Secured Party

RECEIVED
JACKSONVILLE COUNTY
1984 DEC 13 PM 3:39
E. AUDREY COLLISON
CLERK



10.00
48

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF _____

FINANCING STATEMENT

Francis W. Hinebaugh

1. Debtor(s):

Name or Names—Print or Type
 Box 33-C Tracy's Landing, Anne Arundel, MD 20779
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company
 Name or Names—Print or Type
 400 19th Street Moline, Ill. 61265
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

- 1 Used JD410B Backhoe loader S/N 702862 w/Reversible stabilizer pads, 16" and 36" backhoe buckets

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Francis W. Hinebaugh
(Signature of Debtor)

Francis W. Hinebaugh
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

John Deere Industrial Equipment Co.
(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company
400 19th Street, Moline, Ill 61265

Mailed to Secured Party

RECORD FEE 11.00
 POSTAGE .50
 TOTAL 11.50
 DEC 13 84

11.00
11.50

BOOK - 480 PAGE 485

STATE OF MARYLAND

254815

Financing Statement (Form UCC-1)

Identifying File No. _____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

1. LESSEE: FIRST AMERICAN TITLE CO. OF MARYLAND, INC.
7310 Ritchie Highway, Suite 412
Glen Burnie, MD 21061

2. LESSOR: BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
ELLICOTT CITY, MD 21043

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)

IBM XT Computer SIN 5695599
IBM Monochrome Display SIN 0255533
NEC P3 Printer SIN 54594444 IT
HR25 Brother Printer w/Sheet Feeder SIN 4612144L319 21198
WordStar Software
RESPA Software
Operating System Software

RECORDING FEE 11.00
POSTAGE .50
107112 0345 401 15413
DEC 17 84

1981 DEC 13 PM 3:39
E. ALBERT COLLISON

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

FIRST AMERICAN TITLE
CO. OF MARYLAND, INC.

BUTLER AND COMPANY, INC.

Name of Lessee

Name of Lessor

BY:

William A. Hackney, Pres.
W. Hackney
Signature of Lessee

BY:

Deborah Stran
Signature of Lessor

William A. Hackney, Pres.
Type or Print Name, include title

DEBORAH STRAN, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043

301/1 Mailed to Secured Party

11-66
JS

BOOK - 480 PAGE 486

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Constellation Marketing, Inc. P.O. Box 336 Manasquan, NJ 08736		2. Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>251794</u>		RECORD FEE 10.00 POSTAGE 50 NOTARY 13.40 BY 76115 DEC 1984	
Filed with <u>Anne Arundel Co.</u> Date Filed <u>4/26</u> 19 <u>84</u>			
5. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.			

48481

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: William A. Eckhart, ACP Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
SHERIFF'S OFFICE, S.S. COUNTY

1984 DEC 13 PM 3:40

E. AUDREY COLLISON
CLERK



To:

State Corporation Commission

Clerk of the ANNE ARUNDEL Co. Circuit Court,

CROSS INDEXED
In Land Records -

Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached.

SEARS, ROEBUCK AND CO.

File No. _____

Subject to Recordation Tax:
Yes _____ No X

Name of Debtor James Nolan

Complete Address of Debtor 109 Benfield Rd, Severna Park Md 21146

Secured Party SEARS, ROEBUCK AND CO.

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207

This Financing Statement covers the following property:

Full description of merchandise and services:

furnish and install kitchen cabinet fronts, refinish all exposed surfaces clean up & take away old doors, install dishwashers

Total Cash price \$ 3700⁰⁰

Finance Charges if any \$ _____

Total Secured Amount \$ _____

RECORD FEE 10.00
MORTGAGE 1.50
NOTARY FEE 1.00
TOTAL 12.50

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

(If collateral is goods which are or are to become fixtures)

The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record):

Name James Nolan Name _____

BIK.# _____ LOT# _____ Address 109 Benfield Rd, Severna Park Md 21146

(If collateral is crops)

The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):

1981 DEC 13 PM 3:40
E. AUGUST COLLISON

Signature of Debtor

1. Signature James N. Nolan 7-13-81

print above name JAMES N. NOLAN

2. Signature _____

print above name _____

Signature of Secured Party

SEARS, ROEBUCK AND CO.

By [Signature]

Title J. D. Althouse - Credit Central Oper. Mgr. Credit Sales Manager

Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207

150 A.A. Co.

251917

BOOK - 480 PAGE 488

TO BE } CROSS INDEXED
 NOT TO BE } ~~INDEXED~~ IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

CHARLES F MYERS
 Name or Names—Print or Type
 406 LAKESHORE DR. A.A. Co PASADENA MD 21122
 Address—Street No., City - County State Zip Code

SHARON P. MYERS
 Name or Names—Print or Type
 406 LAKESHORE DR. A.A. Co PASADENA MD 21122
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & Co.
 Name or Names—Print or Type
 6650 N. KITCHIE HY. N.A. Co. GLEN BURNIE, MD 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

STOCKADE WOOD FENCE

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RESIDENTIAL DWELLING
406 Lakeshore Dr. Pasadena, Md. 21122

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORD FEE 15.00
POSTAGE 50
NOTICE 1240 011 11:07
DEC 13 84

DEBTOR(S):

Charles Myers
 (Signature of Debtor)
 CHARLES F. MYERS
 Type or Print

Sharon P. Myers
 (Signature of Debtor)
 SHARON P. MYERS
 Type or Print

SECURED PARTY:

SEARS ROEBUCK & Co.
 (Company, if applicable)

J. D. Althouse-Credit Central Oper. Mgr.
 Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to Secured Party

RECEIVED BY RECORD
 J. F. COLLISON
 1984 DEC 13 PM 3:40
 E. AVARE & COLLISON
 CLERK

(9)
 J. F. COLLISON
 CLERK

10-50
 A.A. Co.
 2

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 475 FOLIO 333 ON July 27, 1984 (DATE)

1. DEBTOR

Name JOHN E SINGMASTER AND JACQUELINE SINGMASTER
Address 2912 MAIN ST, EDGEWATER, MD, 21037

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 2020 D WEST STREET
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
740 802 715/31
DEC 13 1984

Dated NOVEMBER 23, 1984

Abigail M. Dohm
(Signature of Secured Party)
ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

RECORDED IN RECORD
OFFICE OF THE CLERK
1984 DEC 13 PM 3:42
E. AUBREY COLLISON
CLERK

10.00
10.50

BOOK - 480 PAGE 190

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257158

RECORDED IN LIBER 476 FOLIO 133 ON August 8, 1984 (DATE)

1. DEBTOR

Name ROBERT L. SWAFFORD AND MARGARET SWAFFORD
Address 101 MERRYMAN CT, ANNAPOLIS, MD 21403

2. SECURED PARTY

Name NORTHWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other: Termination. Includes a large empty box for details.

RECORD FEE 10.00
POSTAGE .50
DEC 13 84

Dated 11/05/84

Signature of Secured Party
ABIGAIL M. DOHN
Type or Print Above Name on Above Line

Mailed to Secured Party

1984 DEC 13 PM 3:42
E. AUBREY COLLISON
CLERK

10.00 / .50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 475 FOLIO 222 ON July 25, 1984 (DATE)

1. DEBTOR

Name NORVEL L JONES
Address BOX 144 RT 4, HUNTINGTOWN, MD 20637

2. SECURED PARTY

Name NORWEST FINANCIAL INC
Address ~~XXX~~ 2020 D WEST STREET
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
NOTES (345 501 713:33)
DEC 13 84

Dated NOVEMBER 23, 1984

Abigail M Dohm
(Signature of Secured Party)
ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

RECORDED & INDEXED
1984 DEC 13 PH 3:42
E. JUDITH COLLISON
CLERK

10⁰⁰/₅₀

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 475 FOLIO 170 ON July 24, 1984 (DATE)

1. DEBTOR

Name EUGENE SLOCUM
Address 40 PLEASANT STREET, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 2020 D WEST STREET
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
807390 0345 801 115434
DEC 13 84

Dated NOVEMBER 23, 1983

Abigail M Dohm
(Signature of Secured Party)
ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

1984 DEC 13 PH 3:42
E. WILSON COLLISON
CLERK

10⁰⁰ 30

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 476 FOLIO 42 ON August 6, 1984 (DATE)

1. DEBTOR

Name GEORGE R KARABINOS AND SHEILA KARABINOS
Address CHURCH RD, QTRS 1, ANNAPOLIS, MD 21402

2. SECURED PARTY

Name NORWEST FINANCIAL INC
Address 2020 D WEST STREET
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> TERMINATION (Indicate whether amendment, termination, etc.)</p>

Dated NOVEMBER 23, 1984

Abigail M Dohm
(Signature of Secured Party)
ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

FILED IN CLERK'S OFFICE
COUNTY OF ANNE ARUNDEL, MARYLAND

1984 DEC 13 PM 3:42

E. AUBREY COLLISON
CLERK

10.00
50
201791 USNS ROLL 10/23/84
DEC 13 84

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 475 FOLIO 39 ON July 23, 1984 (DATE)

1. DEBTOR

Name x CHARLES W COX AND SUSAN COX
Address 2134 COX RD, GAMBRILLS, MD 21054

2. SECURED PARTY

Name NORWEST FINANCIAL INC
Address 2020 D WEST STREET
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED FEE 10.00
POSTAGE .50
807172 0345 NOV 11 1984
DEC 13 84

Dated NOVEMBER 23, 1984

Abigail M Dohm
(Signature of Secured Party)
ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED BY RECORDS
CLERK
1984 DEC 13 PM 3:42
E. AUSTIN COLLISON
CLERK

10/20

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 475 FOLIO 551 ON August 3, 1984 (DATE)

1. DEBTOR

Name DORIS D CONLEY
Address 86 SUMMERFIELD DR, ANNAPOLIS, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST STREET
ANNAPOLIS, MD 21401

L

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
.50
NOTES 0345 ROL 118435
DEC 13 84

Dated NOVEMBER 23, 1984

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

10/20/84
1984 DEC 13 PM 3:42
E. AUSTIN COLLISON
CLERK

BOOK - 480 PAGE 496

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 476 FOLIO 158 ON August 8, 1984 (DATE)

1. DEBTOR

Name PHILLIP E HILL
Address 2026 FOREST DRIVE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST STREET
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
407194 243 401 7:35:35
DEC 13 84

Dated NOVEMBER 27, 1984

Abigail M. Dohm
(Signature of Secured Party)

ABIGAIL M. DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

RECORDED
INDEXED
DEC 13 PH 3:42
E. ARLY COLLISON
CLERK
KP

10.50
1.50

BOOK - 480 PAGE 497

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 475 FOLIO 210 ON July 25, 1984 (DATE)

1. DEBTOR

Name JAMES RONALD ESKEW AND JO ANN ESKEW

Address 26 FAIRHAVEN RD, TRACEYS LANDING, MD 20779

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
NOV 19 10 34 AM '84
DEC 13 84

Dated NOVEMBER 23, 1984

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM

Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED RECORD
2001 ST PAULS LANE COUNTY

1984 DEC 13 PM 3:42

E. AUBREY COLLISON
CLERK

10⁰⁰/₁₀₀

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 475 FOLIO 456 ON July 31, 1984 (DATE)

1. DEBTOR

Name JAMES D BARTON AND BETTY BARTON
Address 306 WOODLEAF CT, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST STREET
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> TERMINATION <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

DEC 13 PM 3:42
K.P.

RECORDING FEE 10.00
POSTAGE .50
707195 0345 R01 715436
DEC 13 84

Dated NOVEMBER 23, 1984

Abigail M. Dohm
(Signature of Secured Party)

ABIGAIL M DOHM

Type or Print Above Name on Above Line

Mailed to Secured Party

1000/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2734.32

If this statement is to be recorded in land records check here.

This financing statement Dated 12/07/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARY & NORMAN GEOGHEGAN
Address 119 S. JEROME PKWY. GLEN BURNIE

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.
Address 7528 RITCHIE HWY. GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 T.V.
1 STEREO
1 WASHER
1 STOVE
1 VACUUM CLEANER
1 LIVING ROOM SET
3 BEDROOM SETS
1 DINING ROOM SET

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
40197 CDE NO. 71943
DEC 13 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mary R. Geoghegan (Signature of Debtor)
MARY R. GEOGHEGAN
Type or Print Above Name on Above Line
Norman K. Geoghegan (Signature of Debtor)
NORMAN K. GEOGHEGAN
Type or Print Above Signature on Above Line

Mary E. Hicks (Signature of Secured Party)
MARY E. HICKS
Type or Print Above Signature on Above Line

12.00
17.50
.50

1984 DEC 13 PM 4:00
E. ALBERT COLLIERSON

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 477 FOLIO 180 ON 253583 (DATE)

1. DEBTOR

Name JOHN M. LUNDY
Address 4101 WOODRIDGE ROAD BALTIMORE, MD. 21229

2. SECURED PARTY

Name NORWEST FINANCIAL
Address _____

RECORDED FEE 10.00
REFUND TAX 7.00
MORTGAGE .50
1984 DEC 13 11:44
DEC 13 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) <u>AMENDMENT</u></p>
<p>RECORDED 4/13/84 FOR 1285.04 HAVEN'T RECIEVED LIBER AND FOLIO NUMBER</p> <p><i>Adding addl security to 3643.79</i></p> <p><i>\$ 1000.00</i></p>	

1984 DEC 13 PM 4:00
F. AMBLE & COLLISON
CLERK

Dated 11/23/84

Michelle L Morrison
(Signature of Secured Party)
MICHELLE L. MORRISON
Type or Print Above Name on Above Line

*Norwest Financial
PO Box 249
Glen Burnie MD
21061*

*10.00
7.00
7.00
50*

Mailed to Secured Party

254860

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Whitmore Printing & Stationery Co., Inc.
Address: 1982 Moreland Parkway
Annapolis, MD 21401

2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, MD 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORDING FEE 11.00
POSTAGE .50
#77331 2055 RD2 115:39
DEC 14 84

4. This Financing Statement covers the following types (or items) of property:
Heidelberg M-Offset Press, Rosback Bindery System, SOLNA Printing Press
Photocomposition equipment and paper cutter equipment

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

1984 DEC 14 PM 3:40
E. ADAMS COLLISON
CHIEF CLERK

Debtor(s):

WHITMORE PRINTING & STATIONERY CO., INC.

George C. Shenk, Sr.
George C. Shenk, Sr., President
George C. Shenk, Jr.
George C. Shenk, Jr., Vice President

Secured Party:

ANNAPOLIS BANKING AND TRUST COMPANY
(Type Name of Dealership)

By *John M. Suit, II*
(Authorized Signature)
John M. Suit, II
Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

Mailed to Secured Party

BOOK - 480 PAGE 503
STATE OF MARYLAND

254362

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated October 5, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Murray, Martin & Olson, Inc.

Address P. O. Box 186, 175 Admiral Cochrane Drive, Annapolis, Maryland 21404

2. SECURED PARTY

Name The First National Bank of Boston

Address 100 Federal Street, Boston, Massachusetts 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE

RECORD FEE 17.00
POSTAGE 50
NOTARIAL FEE 100.00
TOTAL 167.00
DEC 17 1984

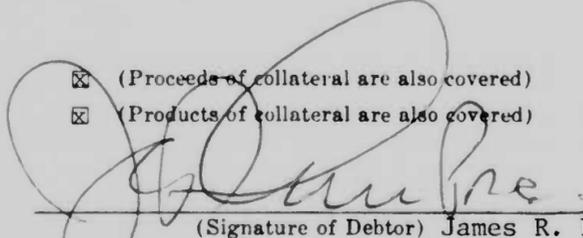
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)



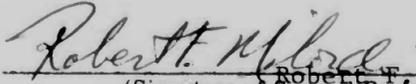
(Signature of Debtor) James R. Loomis, President

MURRAY, MARTIN & OLSON, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party) Robert T. Milordi, AVP

THE FIRST NATIONAL BANK OF BOSTON

Type or Print Above Signature on Above Line

Mailed to Secured Party

1700/50

1984 DEC 17 AM 10:19
E. ARUND. CO. CLERK

THE SCHEDULE TO THE FOREGOING FINANCING STATEMENT
SIGNED BY MURRAY, MARTIN & OLSON, INC., AS DEBTOR,
AND BY THE FIRST NATIONAL BANK OF BOSTON,
AS SECURED PARTY

DESCRIPTION OF PROPERTY
COVERED BY FINANCING STATEMENT

The following is a description of the properties, assets, rights and interests of Murray, Martin & Olson, Inc., a Maryland corporation (herein called the "Debtor"), in which the Debtor has granted to The First National Bank of Boston (herein called the "Bank") a security interest. All of such properties, assets, rights and interests are covered by the foregoing financing statement.

(A) all of the properties, assets, business and goodwill of the Debtor of every kind and nature whatsoever, tangible or intangible, personal or mixed, whether now owned or acquired or arising at any time or from time to time hereafter, wherever located, whether in the possession of the Debtor or in transit or in the possession of any other person or entity, and all rights, title and interests of the Debtor of every kind and nature whatsoever in and to the foregoing, and including, without limiting the generality of the foregoing provisions of this clause (A), all of the properties and assets of the Debtor identified and described below in clauses (B) through (H) of this Schedule;

(B) all furniture, fixtures, goods, equipment, inventory, machinery, supplies, raw material, goods in process, work in process, finished and unfinished products, wares and merchandise, all documents of title, and, in general, all tangible personal property, goods and chattels of the Debtor of every kind and description, wheresoever situated, including, without limitation, all telephone and other telecommunications equipment, photo-duplicating and photocopying equipment, computer equipment, motor vehicles of every description, including automobiles, trucks, airplanes and boats;

(C) all claims, demands, judgments, rights, choses in action, equities, accounts, accounts receivable, bills and notes receivable, credits, tax refunds, bank accounts, cash

DESCRIPTION OF PROPERTY

on hand and in banks, instruments, documents, chattel paper, securities, bonds, shares of capital stock and other securities of every description, investments, and all insurance policies, including the cash surrender value thereof and all proceeds thereof;

(D) all contract rights of every kind and nature whatsoever and all claims, rights, remedies, powers and privileges of the Debtor in, to and under all contracts or agreements between the Debtor and any other parties, whether now existing or hereafter created, made or entered into by the Debtor;

(E) all deeds, leases, contracts and agreements for the use, sale or assignment of property, whether tangible or intangible, leaseholds, mortgages, assignments, options and licenses of every kind and description, and all documents and muniments of title relating to or in any way connected with the property of the Debtor, whether tangible or intangible;

(F) all files, books, records and other writings, including, without limitation, all records and books of account, all corporate minute books and all stock ledgers, and also including, without limitation, all computer programs and tapes and all electronic data processing software and all other computer software, and all information of every description recorded or contained or stored in any of the foregoing, and all general intangibles, databases, renewal lists, customer and client lists, subscription lists, expiration lists, patents, trademarks, tradenames, copyrights, and all applications for and licenses, rights and interests to or under or in respect of any patents, trademarks or copyrights, and all formulae, processes and drawings of every kind;

(G) all insurance "expirations" of the Debtor, including, without limitation, all expiration lists and related records and documents identifying the accounts of clients, customers and insureds included in such insurance "expirations", and all rights of every description (i) to information on, (ii) to the use of, and (iii) to solicitation with respect to, accounts of clients, customers and insureds included in or otherwise comprising such insurance "expirations", and all moneys received or receivable by or payable to the Debtor with respect to accounts of clients, customers and insureds which are included in or which otherwise comprise such insurance "expirations"; and

DESCRIPTION OF PROPERTY

(H) all of the income, products and proceeds of, and all additions, substitutions and accessions to, all of the properties and assets of the Debtor identified and described in foregoing clauses (A) through (G) of this Schedule.

The Debtor:

MURRAY, MARTIN & OLSON, INC.

By: _____

Title: _____

The Secured Party:

THE FIRST NATIONAL BANK
OF BOSTON

By: _____

Title: AVP

PROM. NOTE
Perfec. Manuf 3722
CON..ED 3656
Merrill Lynch 3651

ORIGINAL OR SUBSEQUENT FINANCING STATEMENT
(Uniform Commercial Code—Secured Transactions—~~Virginia~~ MARYLAND)
Before Using See Instructions on Back

1. This statement dated _____, 19____ is to be filed in Virginia in the Office of (check only one box)
 State Corporation Commission Clerk, ANNE ARUNDEL COUNTY Court

2. File Number and Filing Date of Original Financing Statement, if any, previously filed in office shown above.
File Number: _____
Filing Date: _____

3. For Filing Officer:
File Number: **BOOK - 480 PAGE 507**
Filing date and hour: _____

4. Index numbers of subsequent statements (For office use only): **RS1963**

5. This statement is (check only one box):
 Original Financing Statement: This financing statement covers the collateral described in item 8. If a name and address appear in item 12, they are the name and address of the assignee to whom the Secured Party has assigned his security interest in such collateral prior to the filing hereof.
 Original Financing Statement Without Debtor's Signature: This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction when brought into Virginia, namely, the collateral described in item 8.
 Amendment: The financing statement bearing the file number shown in item 2 is amended as set forth in item 13.
 Statement Covering Proceeds: This financing statement is filed without the Debtor's signature to perfect a security interest in the Proceeds of the original collateral, described in item 8, in which a security interest was perfected by the financing statement bearing the file number shown in item 2.
 Continuation Statement: The financing statement bearing the file number shown in item 2 is still effective.
 Assignment: Secured Party of record has, subsequent to the filing of the financing statement bearing the file number shown in item 2, assigned his (its) rights, under the said financing statement, in the collateral described in item 13 to the assignee whose name and address are shown in item 12.
 Partial Release of Collateral: Secured Party releases the collateral described in item 13 from the financing statement bearing the file number shown in item 2.
 Termination: Secured Party no longer claims a security interest under the financing statement bearing the file number shown in item 2.

6. Name(s) and address(es) of Debtor(s):
**Wilen, Barry
15 Jeremys Way
Annapolis, MD 21403**

7. Name and address of Secured Party:
**Gateway Aviation Holdings, Ltd.
400 West Service Road
Suite 131
Dulles International Airport, VA 22170**

8. Description of types (or items) of property — the collateral:
Computer equipment described on attached page .

9. Proceeds of collateral are also covered. Products of collateral are also covered. 10. Maturity Date of Obligation (optional): _____

11. If the collateral includes crops which are growing or to be grown on, or goods which are affixed or to be affixed to real estate (including the name of the city or county in which it is located) follows:
**For information purposes only, the collateral will be located at:
Premises of: SEE ATTACHED PAGE.**

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

RECORD FEE 17.00
POSTAGE 1.00
TOTAL 18.00
DEC 18 1984

The name(s) of the record owner(s) of said real estate is (are): **~~SEE ATTACHED PAGE~~**

12. Name and Address of Assignee: _____

13. Set forth here is (check one box):
 Manner in which the original financing statement is amended:
 Description of collateral in which rights are assigned:
 Description of collateral released from original financing statement:

08F615
REC'D DEC 18 PM 3:25
ANNE ARUNDEL COUNTY

14. **BARRY WILEN**
[Signature]
Signature(s) of Debtor(s)
(Required only on Original Financing Statement or Amendment)

15. **GATEWAY AVIATION HOLDINGS, LTD.**
[Signature]
Signature of Secured Party
Title: **Secretary**

THIS FORM MAY BE PURCHASED FROM EVERETT WADDEY CO., RICHMOND, VA.

FILING OFFICE COPY

.This FINANCING STATEMENT covers the following types or items of property:
The following equipment including additions, accessions and substitutions thereof
and proceeds: Electronic data processing equipment manufactured by International
Business Machines Corporation, as follows:

<u>MACHINE/MODEL/FEATURE</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>	<u>QTY</u>
3033	RPQ8P0937 3868	21192	1 1

EQUIPMENT LOCATION: Consolidated Edison Company
4 Irving Place
New York, New York 10003

.This FINANCING STATEMENT covers the following types or items of property:
The following equipment including additions, accessions and substitutions thereof
and proceeds: Electronic data processing equipment manufactured by International
Business Machines Corporation, as follows:

<u>MACHINE/MODEL/FEATURE</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>	<u>QTY</u>
3033	RPQ8P9037 3868	21167	1 1

EQUIPMENT LOCATION: Merrill Lynch, Pierce, Fenner & Smith Incorporated
300 Fidelity Road
New Brunswick, New Jersey 08902

BOOK - 480 PAGE 510

.This FINANCING STATEMENT covers the following types or items of property:
The following equipment including additions, accessions and substitutions thereof
and proceeds: Electronic data processing equipment manufactured by International
Business Machines Corporation, as follows:

EQUIPMENT LOCATION: Perfection Manufacturing Co.
5411 Bulwer
St. Louis, MO 63147

The Promissory Note and Security Agreement both dated June 15, 1982,
from Wilen Barry to Lease-Pro, Inc. in the principal amount of \$26,800.00.

signed by: Statewide Impromation

251005

BOOK - 480 PAGE 511

FINANCING STATEMENT

Name of Debtor: Muchnicks, Incorporated
t/a Muchnick's Foodliner

Address: 41 Baltimore-Annapolis Boulevard
Severna Park, Anne Arundel Co.,
Maryland

Name of Secured Party: B. Green & Company, Inc.
a Maryland Corporation

Address: 3601 Washington Boulevard
Baltimore, Maryland 21227

1. This Financing Statement covers the following items of property:

- a) All goods and merchandise now owned or hereafter acquired by the debtor and held for sale or to be consumed in the debtor's business, including, without limitation, all groceries, meats, produce, dairy products and sundries.
- b) All accounts, contract rights, instruments, chattel paper and general intangibles at any time arising or obtained by the debtor as a result of the sale or other disposition of any of the Inventory; and
- c) All fixtures and equipment now owned or hereinafter acquired by the debtor including but not limited to those items referred to in Exhibit A attached hereto and made part hereof.

2. Proceeds of the Collateral is also covered.

WITNESS:

[Handwritten signature]

Muchnicks, Incorporated
Muchnick's Foodliner

By: *[Handwritten signature]* (SEAL)
Debtor

[Handwritten signature]

B. Green & Company, Inc.

By: *[Handwritten signature]* (SEAL)
Creditor

Value: \$400,000.00

Dated: 12/14/84

yyy

BENJAMIN L. CARDIN
ATTORNEY AT LAW
211 ST. PAUL PLACE
BALTIMORE, MD 21202

RECEIVED FROM DEPT.
CREDIT COURT, BALTIMORE COUNTY

1984 DEC 18 AM 10:05

E. AUBREY COLLISON
CLERK



1400
2800.00
.50

EXHIBIT A

BOOK - 480 PAGE 512

EQUIPMENT LIST
FOR
MUCHNICK'S FOODLINER

<u>Quantity</u>	<u>Description</u>
48'	Refrigerated Produce Cases (1 D)
24'	Refrigerated Produce Cases (1 D)
20'	Refrigerated Produce Cases (2 D)
76'	Refrigerated Dairy Cases (4 D)
24'	Refrigerated Fresh Meat Cases (3 D)
24'	Refrigerated Fresh Meat Cases (1 D)
28'	Refrigerated Smoked Meat Cases (4 D)
6'	Refrigerated Smoked Meat Cases (4 D) Self Contained
12'	Refrigerated Service Dolly Case w/mgz Shelves
8'	Refrigerated Service Dolly Case w/Salad Pans
4'	Refrigerated Service Cheese Case
1 Case	Bakery Non-Refrigerated Units (77" L)
1 Case	Bakery Refrigerated Unit (77" L) Seal Contained
1 Case	Bakery Non-Refrigerated Unit (59" L)
14'	Candy Refrigerated Cases-Self Contained
1	Nortake Step-In Cooler-Dolly/Bakery
2	Berkel Dolly Scales
32' Doors	Frozen Food Cases
36'	Island Frozen Food Cases
36'	Island Frozen Food Cases
1	Bakery Display Wall (77" L) Cabinet
6	Checkout Counters
6	Cash Register Units
1	Dairy Cooler 8' x 15'
1	Freezer Box 8' x 23'
1	Meat Cooler 12' x 20'
3 Doors	Ice Cream Case
2 Doors	Beverage Case

2 Doors	Specialty Case
1	(3 compartment) Sink W/DB Delly Area
1	(3 compartment) sink W/DB Meat Room
1	(3 compartment) sink W/DB Produce Room
1	Hand Sink (Counter Type) Delly and Bakery
42'	Bakery Rack Units
44'	Wall Grocery Shelving
6 @	42' Gondola Grocery Shelving
42'	Wall Grocery Shelving
1	Ice Display Unit - Self Contained
2	Produce Hanging Scales
1	Berkel Delly Scale/Bakery Department
1	Hobart Meat Weigh and Wrap Station

F I N A N C I N G S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

W. Anthony Greer, M.D.
125 Old Solomons Island Rd. Suite #7
Annapolis, Md. 21401

2. NAME AND ADDRESS OF SECURED PARTY:

Farmers National Bank Of Maryland
5 Church Circle
Annapolis, Md. 21401

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is is not exempt from the recordation tax.
Principal amount of the Debt is ~~\$XXXXXXXX~~ \$73,000.00 .

DEBTOR:

W. Anthony Greer, M.D.
W. Anthony Greer, M.D.

1981 DEC 18 AM 11:21
E. ANDREW COLLISON
CLERK

AFTER RECORDATION RETURN TO:

Farmers National Bank of Maryland
5 Church Circle
Annapolis, MD 21401

11.00
511.00
82

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address Fayette & St. Paul Streets, Box 116

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
MORTGAGE 50
TOTAL 11.50
DEC 18 84

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated January 30, 1984, Schedule 02, dated November 6, 1984 between Assignor as Lessor and Milford Fertilizer Company as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

See attached Equipment List

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F. S. A.

John J. Stamerro, Sr.
(Signature of Secured Party)

John J. Stamerro, Sr. V. P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

RECEIVED IN RECORDS
DIRECTOR OF CLERK COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1984 DEC 18 PM 2:45

E. AUBREY COLLISON
CLERK

11.50 11.50

EQUIPMENT LIST

QUANTITY

DESCRIPTION

- | | |
|---|--|
| 1 | Model 920 New Caterpillar Wheel Loader S/N62K13122, #E15711 with:
Counterweight (735 pounds) #5K1616
Seat, Suspension-Type #7K8408
Eng. S/N 78P62952 #7N1515 |
| 1 | Model 920 New Caterpillar Wheel Loader S/N62K13135 #E15713 Equipped
with:
Counterweight (735 pounds) #5K1616
Seat, Suspension-Type #7K8408
Eng. S/N78P62976 #7N1515 |
| 1 | Model 920 New Caterpillar Wheel Loader S/N62K13133 #E15712 Equipped
with:
Counterweight (735 pounds) #5K1616
Seat, Suspension-Type #7K8408
Eng. S/N 78P62978 #7N1515 |

TRANS-AMERICAN LEASING CORPORATION

BY

TITLE:

MILFORD FERTILIZER COMPANY

BY: X

TITLE:

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address Fayette & St. Paul Streets, Box 116

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated October 1, 1984 between Assignor as Lessor and Brady Butler, an individual as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated between Assignor and Assignee:

- Three (3) Model 40-185 Engine Analyzers S/N's 05D295; 05D284; 05D278
- Two (2) Model 42-092 Emission Testers S/Ns' 08D807; 08D802

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Trans-American Leasing Corporation

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro
(Signature of Secured Party)

John J. Stamerro, V.P.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
SHERIFF COURT, ANNE ARUNDEL COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1984 DEC 18 PM 2:45

E. AUBREY COLLISON
CLERK

1100/50

115

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDED
FEE
11.00
50
#7741 11:40 AM '84
DEC 18 84

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated November 15, 1984 between Assignor as Lessor and 503 Heron Drive Associates as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

- 1 (One) IBM System 36 S/N 21391 Model #B23
- 1 (One) Printer S/N 51981 Model #002
- 3 (Three) Terminals S/N's G0312; E5499; S7620 Model #011

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro, Sr.
(Signature of Secured Party)

John J. Stamerro, Sr. V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1984 DEC 18 PM 2:45
E. AUBREY COLLISON
CLERK
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

11/20
11/5

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address Fayette & St. Paul Streets, Box 116

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated September 17, 1984 between Assignor as Lessor and M M N & P as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

One (1) Quantel System 10/2 Q29 Process, 128K Memory S/N7249

One (1) Model 3206 23 MB Disc Drive S/N 40340054

One (1) Model 3351 5 1/4" Flexible Disc Drive

Two (2) Model 4032 CRT Terminals S/N P1269, P1255

One (1) Model 5131 Serial Matrix Line Printer S/N P15447

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Executive V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro, Sr.
(Signature of Secured Party)

John J. Stamerro, Sr. V.P.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1984 DEC 18 PM 2:45

E. AUBREY COLLISON
CLERK

11.00
11.50

BOOK - 480 PAGE 520

254371

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Thacker Oldsmobile-Cadillac Co. 34 Hudson Street Annapolis, MD 21401	2 Secured Party(ies) and address(es) Chesapeake Petroleum & Supply Co. 16821 Oakmont Ave. Gaithersburg, MD 20877 Quaker State Oil Refining Corp. P.O. Box 989 Oil City, PA 16301	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 ATTORNEY'S FEE 714.41 DEC 18 84

7. This financing statement covers the following types (or items) of property:

Not Subject to Tax.

2 - WEAVER (AFF-50-A) Lifts (Serial Numbers 5AR 1123, 5AU 1270)

And any debt agreements related to this equipment.

Whichever is Applicable (See Instruction Number 9)	<input checked="" type="checkbox"/> THACKER OLDSMOBILE-CADILLAC INC <input checked="" type="checkbox"/> <i>Joe A. Thacker</i> President Agents of Thacker Assignee	<input type="checkbox"/> Products of Collateral are also covered. Chesapeake Petroleum & Supply Co., Inc. <input checked="" type="checkbox"/> <i>Walter B. Cook</i> Signature(s) of Secured Party (Or Assignee) Quaker State Oil Refining Corp.
--	--	---

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan. 1980

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

Mailed to Secured Party

115

RECEIVED FOR RECORD
HARRIS COUNTY

1984 DEC 18 PM 2:45

E. AUBREY COLLISON
CLERK

254370

BOOK - 480 PAGE 521

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

GIRDNER, ROBBIN MARIE
GIRDNER, JAMES A.
Severn MHP, Lot #129
Severn, Md 21144

CHEASPEAKE MOBILE HOMES OF
LAUREL, INC.
10039 N. Second Street
Laurel, Md 20707

[Handwritten signature]

4 This financing statement covers the following types (or items) of property

1985 Liberty Supra 56X14 Mobile Home SN# 55180 *RRB J.C.G. 08-4-55285*

5. Assignee(s) of Secured Party and Address(es)

Norwest Modern Home Capital, Inc.
P. O. Box 668
Uniontown, PA 15401

[Handwritten signature]

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

James A. Girdner
Robbin Marie Girdner
By: *[Signature]*
Signature(s) of Debtor(s)

Shelley C. Galand
Norwest Modern Home Capital, Inc.
By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(Use in Most States)

RECEIVED IN THE RECORDS
OFFICE OF THE CLERK OF THE
COURT

1984 DEC 18 PM 2:47

E. AUBREY COLLISON
CLERK

1250

BOOK - 480 PAGE 523

DEBTOR: THOMAS E. JONES

SECURED PARTY:

By: Capital Housing Associates II,
Inc., Attorney-in-fact

By: Charles Gilbert
Vice President

CAPITAL HOUSING ASSOCIATES II
LIMITED PARTNERSHIP - 95

DEBTOR: _____

By: Capital Housing Associates II,
Inc., General Partner

By: Capital Housing Associates II,
Inc., Attorney-in-fact

By: _____
Vice President

By: Charles Gilbert
Vice President

ASSIGNEE OF SECURED PARTY:

INTERMFUND, INC.

By: Charles Gilbert
Vice President

TO THE FILING OFFICER: After this statement has been recorded, please mail one acknowledgement copy to Equitable Bank, National Association, at the address above, and one acknowledgement copy to IntermFund, Inc., at the address above.

Walter Seard

254375

BOOK - 480 PAGE 524

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 75,000.00

FINANCING STATEMENT

1. Debtor(s):

Fiddler's Green, Inc.

Name or Names—Print or Type

1355 General Highway, P.O. Box 482, Crownsville, MD 21032

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Security Investors

Name or Names—Print or Type

3701 Old Court Road, Baltimore, Maryland 21208

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Debtors beer, wine and liquor license, equipment, inventory, general intangibles including but not limited to those pertaining to, used in connection with or located at Debtors tavern located at 1355 General Highway, P.O. Box 482, Crownsville, MD 21032.

4. If above described personal property is to be affixed to real property, describe real property.

1355 General Highway, P.O. Box 482, Crownsville, MD 21032

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORDING FEE 11.00
 RECORDING TAX 262.50
 POSTAGE .50
 477400 CTAS RD2 110104
 DEC. 19 84

DEBTOR(S): Fiddlers Green, Inc.

Earl Francis Michael
(Signature of Debtor)

Earl Francis Michael
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Security Investors
(Company, if applicable)

Sigmund Holtzman
(Signature of Secured Party)

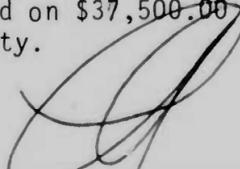
Sigmund Holtzman, Partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Lee M. Snyder, 3635 Old Court Road, Suite 600, Baltimore, MD 21208

LOCAL BRO. FORM F-1

This is to certify that documentary stamps based on \$37,500.00 were paid to the Clerk of the Circuit Court for Baltimore City.


 Lee M. Snyder, Attorney

11.00
 262.50
 0.50

254976

BOOK - 480 PAGE 525

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) ELMCO, Inc. Suite 300 1623 Forest Drive Annapolis, MD 21403	2 Secured Party(ies) and address(es) Greyhound Capital Corp. Greyhound Tower Phoenix, Arizona 85077	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: See Attachments A and B Not subject to recordation tax pursuant to Article 81, Section 27-7.		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 17.00 POSTAGE 50 ATTACHED 1245 102 711407 DEC 19 1984
Chadderton - Maryland This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with:
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
ELMCO, INC. By: <u>E. J. Henderson</u> Signature(s) of Debtor(s)	GREYHOUND CAPITAL CORPORATION By: <u>Lena Karayon V.P.</u> Signature(s) of Secured Party(ies)	(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

Mailed to Secured Party

1700
150

DEC 19 11:10 AM '84
Kp
E. J. HENDERSON

ATTACHMENT A

(a) In order to secure the payment, when due, of principal and interest on, and the payment and performance by Debtor, when due, of all other obligations and liabilities of Debtor to Secured Party under, the four ELMCO Equity Notes dated as of October 17, 1984 issued to Secured Party in the principal amounts of \$47,350, \$47,350, \$47,350 and \$46,703 and due on April 30, 1985, January 31, 1986, January 31, 1987 and January 31, 1988, respectively, (the "ELMCO Equity Notes"), Debtor does hereby grant, convey, assign, transfer and set over to Secured Party all of Debtor's right, title and interest in, to and under the following, together with the proceeds thereof: (1) the equipment identified on Attachment B (the "Equipment"), together with all substitutions therefor permitted by and subject to the Lease of the Equipment to Secured Party from Ed Chadderton Trucking, Inc. ("Buyer") dated as of October 17, 1984 (the "Greyhound Lease"), all additions, modifications, improvements thereto, all parts or replacements thereof, the rents and profits thereon, and the proceeds (including sale, rental, insurance and other proceeds) of any disposition thereof; (2) the four Buyer Equity Notes dated as of October 17, 1984 issued to Debtor in the principal amounts of \$54,000, \$58,000, \$54,000 and \$52,000 and due on April 30, 1985, January 31, 1986, January 31, 1987 and January 31, 1988, respectively, the Buyer Acquisition Note dated as of October 17, 1984 issued to Debtor in the principal amount of \$676,593 (together, the "Buyer Notes"); and (3) all rights of Debtor under Section 2.1(a) of the Security Agreement between Debtor and Buyer dated as of October 17, 1984 (the "Security Agreement") to the Greyhound Lease, including without limitation Debtor's rights to the Underlying Leases (as defined in the Greyhound Lease) and Debtor's security interest in the Equipment.

(b) In order to secure the payment, when due, of principal and interest on, and the payment and performance by Debtor, when due, of all other obligations and liabilities of Debtor to Secured Party under, the ELMCO Promissory Note dated as of October 17, 1984 issued to Secured Party in the principal amount of \$676,593, the ELMCO Purchase Agreement dated as of October 17, 1984 between Debtor and Secured Party (the "ELMCO Purchase Agreement") and the Other Documents (as defined in the ELMCO Purchase Agreement), Debtor does hereby assign, transfer and set over to Secured Party all of Debtor's right, title and interest in, to and under the following, together with the proceeds thereof: (1) the Buyer Notes; and (2) all rights of Debtor under Section 2.1(b) of the Security Agreement to the Greyhound Lease, including without limitation Debtor's rights to the Underlying Leases, but excluding any security or possessory interest in the Equipment.

ATTACHMENT B

Butcher/Singer -- Ed Chadderton Trucking, Incorporated

Equipment Schedule Summary

BOOK - 480 PAGE 527

IBM List: \$966,561
 GCC Selling Price to ELMCO: \$881,846
 Price to Buyer: \$966,561

Unit	Model/ Feature	Ser. #	Description	Underlying User & Location	Lease Expiration Date	IBM List
3380	A04	85786	Direct Access Storage	Chicago Pneumatic 2200 Bleecker Street Frankfort, NY	36 month term*	77680
3380	B04	63443	Direct Access Storage	" " " "	" "	64440
3262	C01	26189	Line Printer	Gulf & Western 89 Frost Street Westbury, NY	36 month term*	15040
5291	001	E2637	Display Station	" " " "	" "	1975
5291	001	E2778	Display Station	" " " "	" "	1975
5291	001	E2767	Display Station	" " " "	" "	1975
5291	001	E1493	Display Station	" " " "	" "	1975
5291	001	E1627	Display Station	" " " "	" "	1975
5291	001	E1500	Display Station	" " " "	" "	1975
5291	001	E1495	Display Station	" " " "	" "	1975
5291	001	E2434	Display Station	" " " "	" "	1975
5291	001	E2492	Display Station	" " " "	" "	1975
5291	001	E1501	Display Station	" " " "	" "	1975
5291	001	E2432	Display Station	" " " "	" "	1975
5291	001	E2225	Display Station	" " " "	" "	1975
5360	B24	24117	System Unit	" " " "	" "	62100
	1006		Add'l Storage 256K	" " " "	" "	2500
	3701		EIA Adapter	" " " "	" "	447
	4500		Multiline Adapter	" " " "	" "	6500
	4900		WSC Expansion	" " " "	" "	2000
	5301		Comm. Line Base	" " " "	" "	1175
	5830		3262 Printer Attachment	" " " "	" "	1765
	7960		8809 Mag Tape Attachment	" " " "	" "	4200
8809	C01	51025	Magnetic Tape Unit	" " " "	" "	11660
5360	A22	24645	System Unit	Kroger	48 month	32200
	1005		Storage 128K	2377 Palumbo Ctr.	term*	1875
	4900		WSU Expansion	Lexington, KY	" "	2000
	5830		3262 Printer Attachment	" " " "	" "	1765
	5301		Comm. Line Base	" " " "	" "	1175
	3701		EIA Adapter	" " " "	" "	447
	2500		Single Line Comm. Adapter	" " " "	" "	425
	5732		Proc. Unit Exp.A	" " " "	" "	1500
3262	C01	26283	Line Printer	Kroger	48 month	15040
				800 Ridge Lake Blvd.	term*	
				Memphis, TN	" "	
5291	001	E8466	Display Station	" " " "	" "	1975
5360	A11	23968	System Unit	" " " "	" "	21000
	1005		Storage 128K	" " " "	" "	1875

<u>Unit</u>	<u>Model/</u> <u>Feature</u>	<u>Ser.</u> <u>#</u>	<u>Description</u>	<u>Underlying User</u> <u>& Location</u>	<u>Lease</u> <u>Expiration</u> <u>Date</u>	<u>IBM</u> <u>List</u>
	2500		Single Line Comm. Adapter	" " " "	" "	425
	3701		EIA Adapter	" " " "	" "	447
	5301		Comm. Line Base	" " " "	" "	1175
	5732		Proc. Unit Exp.A	" " " "	" "	1500
	5830		3262 Printer Attachment	" " " "	" "	1765
3800	003	40517	Printing Subsystem	Neshaminy Valley Information Processing	48 month term*	315000
	1490		Burster-Trimner	4850 Street Road Trevose, PA 19047	" "	50000
3725	001	01858	Commun. Controller	Zale Corporation	36 month	75000
	1561 (2)		Channel Adapter	901 W. Walnut Hall	term*	13500
	4666		Internal ClockCntr.	Irving, TX	" "	1500
	4772		Line Attach., Type B	" " " "	" "	26400
	4911 (24)		Line Inter. Coupler	" " " "	" "	62400
	7100		Stor. Inc. 256K	" " " "	" "	4375
3726	001	00687	Comm. Contr. Expan.	" " " "	" "	32000
	4771		Line Attach., Type A	" " " "	" "	19000
	4911 (2)		Line Inter. Coupler	" " " "	" "	5200
3727	700	A2439	Operator Console	" " " "	" "	<u>2390</u>

\$966,561

* Fixed term to begin after installation of last item of equipment under lease.

1-67-602-6334

BOOK - 480 PAGE 529

STATEMENT OF ASSIGNMENT

THIS STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code, and refers to Original Financing Statement No. 252306 Dated June 14, 1984 and recorded Book 474 Page 66

Record in Land Records

DEBTOR Bakery Deli T/A Kuntalee K. King

(Name or Names)

687 Olde Mill Road, Millersville, Maryland 21108 A.A. Co.

(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE,
BALTIMORE, MARYLAND 21203

RECORD FEE 10.00
MORTGAGE .50
RECORDED BY 113109
DEC 19 84

The Secured Party certifies that the Secured Party has assigned to the Assignee designated below, the Secured Party's rights under the above referred to Financing Statement.

ASSIGNEE OF SECURED PARTY Eklof and Company, Inc.
(Name or Names)

612 Washington Blvd., Baltimore, Md. 21230

(Street No., City, County, State)

THE CARROLLTON BANK OF BALTIMORE

BY: *J. O. Bromwell, Jr.*
J. O. Bromwell, Jr., Asst. Cashier

DATED: November 27, 1984

1984 DEC 19 AM 11:12
E. J. COLLISON
CLERK
KD

Mailed to Secured Party 10⁰⁰/₅₀

251077

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Gary Maynard Shoemaker T/A Country Liquors
 (Name or Names)
303 E. Furnace Branch Rd. Glen Burnie, Md. 21061
 (Debtor's Address—Street No., City, County, State)

SECURED PARTY Eklou & Co., Inc.
 (Dealer's Name)
612 Washington Blvd. Baltimore, Md. 21230
 (Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
 BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
	SEE ATTACHED SHEETS				

26.00
 .50
 26.50
 DEC 19 84

2. If above described personal property is to be affixed to real property, describe real property:

3. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax. Consideration \$ _____

Dated this 3rd day of October, 1984

Witness:
Judith L. Nossick
 Judith L. Nossick

Gary Maynard Shoemaker Debtor
 Gary Maynard Shoemaker T/A Country Liquors
 Debtor
 Signs
 Debtor
 Signs

Attest:
Judith L. Nossick
 Judith L. Nossick

Harry S. Eklou, Jr. Secured Party
 Harry S. Eklou, Jr. President

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

Mailed to Secured Party

26.00
 .50

RECORDED
 01:11PM
 DEC 19 1984
 CARROLLTON BANK

INVOICE NO. 40532

BOOK - 480 PAGE 531
 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297
NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

DATE 9-6-84

PHONE (301) 539-5030

SOLD TO *Chesapeake* SHIP TO

303 E Furnace Branch Rd.
 Glen Burnie Rd. 21061
 ZIP

CITY STATE ZIP

CUSTOMER NO. CUSTOMER P.O. NO. WRITTEN BY *G.W.H.* DEPOSIT & CHECK NO. *1165* TERMS *1 1/2% per month Service Charge will be added if not paid according to the above terms.*

SHIP VIA, TIME & SCHEDULED SHIP DATE PHONE(S) & PERSON(S) TO CONTACT ORDER FILLED BY NO. OF PIECES

OFFICE	LOC.	QUAN. ORDERED	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
1		1	M 750THZ		Auto Sham Cook & Hold		2607 ⁰⁰	2280 ⁰⁰	2280 ⁰⁰
2		4	OWEN		See # SC017-13		48 ⁰⁰	43 ⁰⁰	43 ⁰⁰
3									
4		1			Set Light Duty 4" CARTON				500 ⁰⁰
5									
6									
7		1	U		Auto Sham Warming Holding				
8			S		OVEN				
9									
10		4			FRESH				
11									

CTN.	NOTES	SUB TOTAL	2323 ⁰⁰
CTU.	Also # 4816	SALES TAX	25 ⁰⁰
CTS.		SHIPPING CHARGES	62.93
TOTAL		TOTAL	2410.93

ORIGINAL INVOICE

RECEIVED BY *[Signature]*

SHIPPED OR DELIVERED BY

COLLECT ON DELIVERY

BOOK - 480 PAGE 532

INVOICE NO. 41070

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

PHONE (301) 539-5030

DATE 10-1-84

SOLD TO *Chesapeake* SHIP TO

ADDRESS 303 E FUNNACE BRANCH RD. CITY STATE ZIP

Glen Burnie, MD 21061

CUSTOMER NO. CUSTOMER P.O. NO. DEPOSIT & CHECK NO. TERMS

1 1/2 % per month Service Charge will be added if not paid according to the above terms.

SHIP VIA, TIME & SCHEDULED SHIP DATE

OFFICE	LOC.	QUAN. ORDERED	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
1		1		HSA 10 E	M.M. Hand Sink		228.00	152.00	152.00
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									

CTN.	NOTES	SUB TOTAL	152.00
CTU.		SALES TAX	7.60
CTS.		SHIPPING CHARGES	
TOTAL		TOTAL	159.60

ORIGINAL INVOICE

INVOICE NO. 40940

BOOK - 480 PAGE 533
 EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297
 PHONE (301) 539-5030

DATE 8-29-84

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

SOLD TO *Chiswick*
 ADDRESS: 303 E FUNNACE BRANCH RD.
 GLEN BURNIE MD 21061
 CITY STATE ZIP

CUSTOMER NO. CUSTOMER P.O. NO. WRITTEN BY *G.W.V.* DEPOSIT & CHECK NO.
 TERMS *COD 475 BAL NET 30 DAYS*
 1 1/2% per month Service Charge will be added if not paid according to the above terms.

SHIP VIA, TIME & SCHEDULED SHIP DATE
 8-30-84

PHONE(S) & PERSON(S) TO CONTACT

ORDER FILLED BY

OFFICE	LOC.	QUAN. ORDERED	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
		1	U	EMBRANGLOR	CHARBROILERS		950 ⁰⁰		950 ⁰⁰
3									
4									
5									
6									
7									
8									
9									
10									
11									

CTN. NOTES
 CTU. SALES TAX *POSTED N.A.*
 CTS. SHIPPING CHARGES
 SUB TOTAL 950⁰⁰
 TOTAL

ACCOUNTS RECEIVABLE

EKLUT & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297
 PHONE (301) 539-5030

BOOK - 480 PAGE 535
 NO. 47U37

DATE 9-28-84

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

SOLD TO *Charm*
 ADDRESS *303 w. Furnace Branch Rd.*
Elon, Burnside Md.
 CITY STATE ZIP

CUSTOMER NO. CUSTOMER P.O. NO. WRITTEN BY DEPOSIT & CHECK NO.
 TERMS *Contract*
 1 1/2 % per month Service Charge will be added if not paid according to the above terms.
 ORDER FILLED BY NO. OF PIECES

SHIP VIA, TIME & SCHEDULED SHIP DATE PHONE(S) & PERSON(S) TO CONTACT

LINE	LOC	QUAN. ORDERED	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
1		1			<i>Berkel 511 Scale</i>	1			<i>562.00</i>
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									

NOTES
 CTN. SUB TOTAL *562.00*
 CTU. SALES TAX
 CTS. SHIPPING CHARGES *POSTED*
 TOTAL *562.00*

ACCOUNTS RECEIVABLE

RECEIVED BY: *562.00*

SHIPPED OR DELIVERED BY: COLLECT ON DELIVERY

DATE:

BOOK - 480 PAGE 536

254978

To Be Recorded In The Land and
Chattel Records Of Anne Arundel
County, Maryland

Not Subject To Recording Tax On
Principal Amount of \$670,000.00

FINANCING STATEMENT

1. Debtor: AMERICAN TANK TRANSPORT, INC.
6350 Ordnance Road
Curtis Bay, Maryland 21226
2. Secured Party: HOWARD COUNTY, MARYLAND
George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21043
3. Assignee: UNION TRUST COMPANY OF MARYLAND
W. R. Grace Building
10 East Baltimore Street
Baltimore, Maryland 21202

Attn: Christopher W. Avery,
Real Estate Finance Officer

4. This Financing Statement Covers, and the Debtor grants a security interest to the Secured Party in the following: All of the Debtor's right, title, and interest in and to, all of the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all substitutions therefor and replacements and renewals thereof:

- (a) Equipment;
- (b) Fixtures;
- (c) Those items of personal property described on Schedule A, attached hereto and made a part hereof; and
- (d) All records relating to the collateral.
- (e) All amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.

5. Some of the above-described personal property may be affixed to (a) the real estate located in Howard County, Maryland and described in Exhibit A, attached hereto, being that same lot of ground and improvements thereon, if any, known as 6317 McCaw Court, Elkridge, Maryland 21227. The Debtor is the record owner of the real estate described on Exhibit A.

RECORD FEE 3.00
MORTGAGE .50
40-1-2 0140 201 11/20/84
DEC 19 84

1984 DEC 19 AM 11:20

E. ADAMS COLLISON
CLERK



250 3

BOOK - 480 PAGE 537

6. Some of the above-described personal property may be affixed to the real estate located in Anne Arundel County, Maryland, and known as 6350 Ordnance Road, Curtis Bay, Maryland 21226. Janet Stasch is the record owner of the aforementioned real estate.
7. The Secured Party has assigned the security interest hereinabove set forth to the Assignee pursuant to an Assignment and Security Agreement of even date herewith between the Secured Party and the Assignee.
8. The proceeds and products of collateral are secured, as are future advances and after acquired property.
9. This Financing Statement is filed as part of a transaction in which the Secured Party has issued a limited obligation industrial development revenue bond pursuant to and in accordance with the provisions of the Maryland Economic Development Revenue Bond Act, Sections 266A to 266-I, inclusive, of Article 41, Annotated Code of Maryland (1982 Replacement Volume), as amended, in the face amount of \$670,000.00, dated as of the date hereof, and designated "Howard County, Maryland Economic Development Revenue Bond (American Tank Transport, Inc. Facility), 1984 Series" to finance the "Acquisition," as defined in the aforementioned Act, of a "Facility," also as defined in the aforementioned Act, by the Debtor within the boundaries of the Secured Party. Neither the aforementioned bond nor the interest or premium, if any, thereon is an indebtedness or a charge against the general credit or taxing power of the Secured Party within the meaning of any constitutional or charter provision or statutory limitation and shall never constitute or give rise to any pecuniary liability of the Secured Party. The aforementioned bond, together with the interest and premium, if any, thereon, is repayable solely from repayments of the loan made by the Secured Party to the Debtor pursuant to a Loan Agreement of even date herewith, which was assigned to the Assignee by the Secured Party and which is secured by the security interest which is evidenced by this Financing Statement, and any other monies made available to the Secured Party for such purpose.

DEBTOR:

AMERICAN TANK TRANSPORT, INC.

By: Albert Goldfinger (SEAL)
ALBERT GOLDFINGER, President

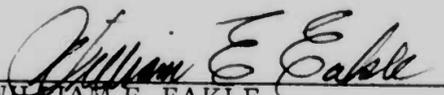
Date: December 12, 1984

BOOK - 480 PAGE 538

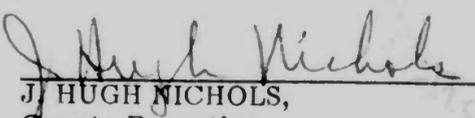
ATTEST:

SECURED PARTY:

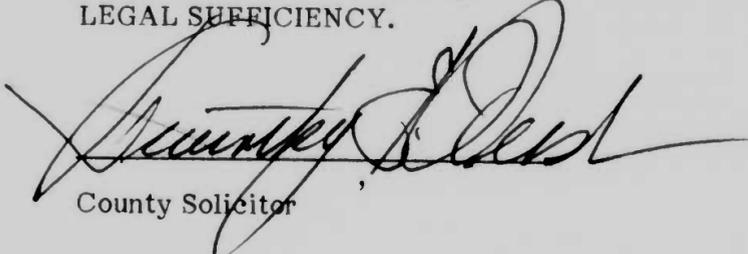
HOWARD COUNTY, MARYLAND


WILLIAM E. EAKLE,
County Administrator

(SEAL)

By:  (SEAL)
J. HUGH NICHOLS,
County Executive

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.


County Solicitor

TO FILING OFFICER: After this Statement has been recorded, please return to:

Lawrence J. Gebhardt, Esquire
Gebhardt & Smith
Ninth Floor, The World Trade Center
Baltimore, Maryland 21202
Our File No.: LJG: 3929

A-00.58

BOOK - 480 PAGE 539

EXHIBIT "A"

All that lot of ground situated in Howard County, Maryland and known and described as Parcel C, on a Plat entitled "Harwood Industrial Center, A Resubdivision of Parcel B and Parcel C, Section 2, A. G. Parrott Industrial Park" and recorded among the Land Records of Howard County in Plat Book 25 at page 51. The improvements thereon are known as 6317 McCaw Court.

Being the same lot of ground and the improvements thereon conveyed by deed dated December 12, 1984 and recorded or intended to be recorded among the Land Records of Howard County from Albert G. Parrott to American Tank Transport, Inc..

3929
A-00.60

SCHEDULE "A"

- parts:
1. One (1) internal tank cleaning system, including the following component parts:
 - a. MSCO, Inc., 1 50 horsepower boiler with steam accumulation for storage of steam.
 - b. 2 60 gallon per minute duplex, multi-stage pumps manufactured by Myers. 250 PSI each.
 - c. 2 complete spinner assemblies consisting of 2 SPRACO gyro-spray tank cleaning nozzles, heads, stems, and hand cranked cranes.
 - d. 2 return pumps manufactured by Myers multi-stage type.
 - e. 2 20 horsepower magnetic starters.
 - f. 2 10 horsepower magnetic starters.
 - g. 2 sets of brackets for pumps, 1 connecting fittings from pumps to tanks. All of above units internally factory wired.
 - h. 1 sludge extraction system spinner type for centrifugal extractions, to dump sludge into waiting truck or cart.
 - i. 1 filtration system.
 - j. 2 steam throttling valve for automatic temperature maintenance.
 - k. 4 1-1/4 inch check valves.
 - l. All holding tanks.
 - m. Cat Walk 3 ft. wide, 10 ft. long, 8 ft. high with steps and handrails.
 2. Owens Corning Fiberglas 20,000 gallon standard man-way Model D-3 fiberglas reinforced plastic underground fuel oil tank 10'4" dia. x 37'8-1/2" OAL. UL label, including one center lift lug, including.
 - (4) Standard 4" NPT fittings;
 - (2) Standard 6" NPT fittings;
 - (2) 12" x 12" steel deflector plates;
 - (1) 22" dia. bolted and gasketed manhole;
 - (6) 10' dia. FRP hold down straps furnished loose.

BOOK - 480 PAGE 541

3. a. Model 5300 Wilson pump with pulser.
- b. Veeder-Root remote ticket printer with batch counter (zero or accumulative).
- c. 7-H OPW Nozzle.
- d. #33 OPW swivel 1" x 1"
- e. 1" x 14' hose.

3929
A-00.63

ORDER TO:

Gilbert & Smith

To Be Recorded In The Land Records
And The Chattel Records Of
Anne-Arundel County, Maryland

Subject To Recording Tax Of \$10,560.00
On Principal Amount of \$500,000.00
Which Was Paid On Recordation
Of A Purchase Money Deed of Trust
To The Clerk Of The Court of
Howard County, Maryland

FINANCING STATEMENT

1. Debtor: AMERICAN TANK TRANSPORT, INC.
6350 Ordnance Road
Curtis Bay, Maryland 21226
2. Secured Party: UNION TRUST COMPANY OF MARYLAND
W. R. Grace Building
10 East Baltimore Street
Baltimore, Maryland 21202

Attn: Christopher W. Avery,
Real Estate Finance Officer
3. This Financing Statement covers, and the Debtor grants to the Secured Party a security interest in and to, the following kinds and types of properly owned by the Debtor, or in which the Debtor has an interest, wherever located, whether now existing or hereafter acquired:
 - (a) Equipment;
 - (b) Fixtures;
 - (c) Those items of personal property described on Schedule A, attached hereto and made a part hereof; and
 - (d) All records relating to the collateral.
 - (e) All amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.
4. Some of the above-described personal property is to be affixed to or is part of the real property described on Exhibit A, attached hereto, and known as 6317 McCaw Court, Elkridge, Maryland 21227 or the real property known as 6350 Ordnance Road, Curtis Bay, Maryland 21226. The Debtor is the record owner of the real property described on Exhibit A. Janet Stasch is the record owner of the real property known as 6350 Ordnance Road, Curtis Bay, Maryland 21226.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals,

RECORDED
INDEXED
DEC 19 84

ISSUED DEC 19 AM 11:20
J. J. JOLLISSON

2105

BOOK - 480 PAGE 543

replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

AMERICAN TANK TRANSPORT, INC.

By:  (SEAL)
ALBERT GOLDFINGER, President

Date: December 12, 1984

TO FILING OFFICER: After this Statement has been recorded, please return to:

Lawrence J. Gebhardt, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: LJG: 3929

A-00.59

BOOK - 480 PAGE 544

EXHIBIT "A"

All that lot of ground situated in Howard County, Maryland and known and described as Parcel C, on a Plat entitled "Harwood Industrial Center, A Resubdivision of Parcel B and Parcel C, Section 2, A. G. Parrott Industrial Park" and recorded among the Land Records of Howard County in Plat Book 25 at page 51. The improvements thereon are known as 6317 McCaw Court.

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3929
A-00.60

SCHEDULE "A"

1. One (1) internal tank cleaning system, including the following component parts:

- a. MSCO, Inc., 1 50 horsepower boiler with steam accumulation for storage of steam.
- b. 2 60 gallon per minute duplex, multi-stage pumps manufactured by Myers. 250 PSI each.
- c. 2 complete spinner assemblies consisting of 2 SPRACO gyro-spray tank cleaning nozzles, heads, stems, and hand cranked cranes.
- d. 2 return pumps manufactured by Myers multi-stage type.
- e. 2 20 horsepower magnetic starters.
- f. 2 10 horsepower magnetic starters.
- g. 2 sets of brackets for pumps, 1 connecting fittings from pumps to tanks. All of above units internally factory wired.
- h. 1 sludge extraction system spinner type for centrifugal extractions, to dump sludge into waiting truck or cart.
- i. 1 filtration system.
- j. 2 steam throttling valve for automatic temperature maintenance.
- k. 4 1-1/4 inch check valves.
- l. All holding tanks.
- m. Cat Walk 3 ft. wide, 10 ft. long, 8 ft. high with steps and handrails.

2. Owens Corning Fiberglas 20,000 gallon standard man-way Model D-3 fiberglas reinforced plastic underground fuel oil tank 10'4" dia. x 37'8-1/2" OAL. UL label, including one center lift lug, including.

- (4) Standard 4" NPT fittings;
- (2) Standard 6" NPT fittings;
- (2) 12" x 12" steel deflector plates;
- (1) 22" dia. bolted and gasketed manhole;
- (6) 10' dia. FRP hold down straps furnished loose.

BOOK - 480 PAGE 546

3. a. Model 5300 Wilson pump with pulser.
- b. Veeder-Root remote ticket printer with batch counter (zero or accumulative).
- c. 7-H OPW Nozzle.
- d. #33 OPW swivel 1" x 1"
- e. 1" x 14' hose.

3929
A-00.63

ISSUED TO

Yehard & Smith

480 - 547 +
548

in land

3828.561
+ 562

12-19-84

480 - 547 +
548

in land

3828.561
+ 562

12-19-84

BOOK - 480 PAGE 540

Not to be recorded
in Land Records

Not subject to
Recordation Tax

FINANCING STATEMENT

251001

1. Debtor:

Anne Arundel County, Maryland (the "County")

Address:

Arundel Center
Annapolis, Maryland 21401

Attention: Director of Administration

2. Secured Party:

The First National Bank of Maryland, as trustee (the "Trustee") under the Indenture of Trust dated as of December 1, 1984, by and between the County and the Trustee (the "Indenture"), for the benefit of the holders from time to time of the \$22,000,000 Anne Arundel County, Maryland Adjustable Rate Pollution Control Revenue Bonds (Baltimore Gas and Electric Company Project), 1984 Series (the "Bonds").

Address:

P. O. Box 1596
Baltimore, Maryland 21203

Attention: Corporate Trust Department

3. This Financing Statement covers the assignment by the County to The First National Bank of Maryland, as Trustee, of all the County's contract rights, accounts, general intangibles and chattel paper (except for rights of the County to indemnification and to payments in respect of administrative expenses of the County) now or hereafter existing in connection with the Loan Agreement to Finance Pollution Control Facilities dated as of December 1, 1984 (the "Loan Agreement"), executed and delivered by and between the County and Baltimore Gas and Electric Company (the "Company") in connection with the issuance of the Bonds, and the Promissory Note of the Company dated as of

-1-

3493b:12/13/84
5816-27

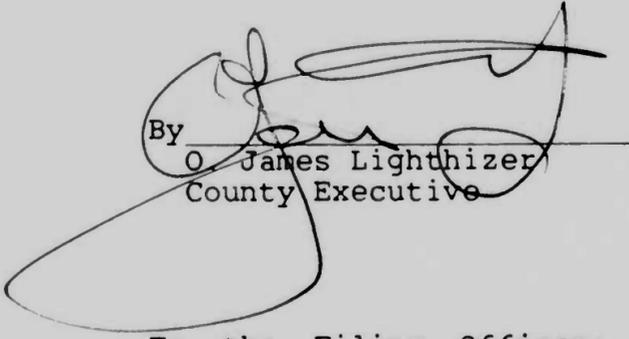
1984 DEC 19 PM 2:12
E. AUBREY COLLISON

BOOK -480 PAGE 550

December 1, 1984, in connection therewith. The County has made the assignment to the Trustee to secure payment of the principal of and the redemption premium, if any, and interest on the Bonds, which Bonds do not and shall not ever constitute obligations to which the full faith and credit of the County are pledged, do not and shall not ever create an indebtedness or charge against the general credit or taxing powers of the County and do not and shall not ever constitute or give rise to any pecuniary liability or expense of the County.

Debtor:

Anne Arundel County, Maryland

By 
O. James Lighthizer
County Executive

To the Filing Officer: After this statement has been recorded, please mail the same to: Francis X. Wright, Esquire, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

TO BE RECORDED IN:

- (1) Financing Records of Circuit Court for Anne Arundel County, and
- (2) Financing Records of State Department of Assessments and Taxation of Maryland.


Francis X. Wright

-2-

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Four Roses, Inc.

249 West St.
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All inventory now owned and all inventory hereafter acquired by Borrower and all proceeds (cash and non-cash) of such inventory.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1984 DEC 19 PM 2:30
E. ANTHONY COLLISON
CLERK

RECORD FEE 11.00
MORTGAGE .50
#77512 0055 002 11A:27
DEC 19 84

Debtor (or Assignor)

Secured Party (or Assignee)

Four Roses, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: Martin Bird
Martin Bird, President

BY: Alan J. Eaton
Alan J. Eaton, Sec/Treas.

BY: [Signature]

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

1/10/85

↑



MARYLAND NATIONAL BANK

We want you to grow.™

BOOK - 480 PAGE 552

251993

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Clerk of the Court of Anne Arundel Co.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

RECEIVED DEC 14 PM 2:09
 E. COLLISON
 CLERK

5. Debtor(s) Name(s) CHURCH CIRCLE REALTY Address(es) 3 Church Circle ANNAPOLIS, MD. © 21401

6. Secured Party Maryland National Bank Address P.O. BOX 871 ANNAPOLIS, Md. 21401
 Attention: Debra L. Phipps

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

CHURCH CIRCLE REALTY
George H. Turner (Seal)
GEORGE H. TURNER, PRESIDENT

Secured Party
 Maryland National Bank
Debra L. Phipps (Seal)

RECORD FEE 11.00
 POSTAGE 50
 TOTAL 11.50
 DEC 14 1984

 (Seal)

 (Seal)

 (Seal)

Debra L. Phipps, Assistant Mgr.
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1152

<u>QUANTITY</u>	<u>EQUIPMENT DESCRIPTION</u>
10	EZ-1 Telephones
1	6 X 12 Key Service Unit
3	2-Channel Line Cards
3	4-Channel Line Cards

All cable and labor necessary for installation. Unless otherwise explicitly stated, the cost of any conduit or fire-rated cable that may be required is the responsibility of the customer.

12 month warranty on all parts and labor.

SCHEDULE B

PHYSICAL DIMENSIONS AND WEIGHT

Key Service Unit Control Module
 14"W x 20"H x 3.4"D
 Weight: 13.4 lbs. maximum

Expansion Module
 14"W x 20"H x 3.4"D
 Weight: 13.4 lbs. maximum

INPUT POWER REQUIREMENTS

117 VAC +/- 10% Hz. single phase
 Primary Fuse - 1 Amp each module

INPUT POWER DISSIPATION

Key Service Unit Control Module
 System Idle: 45 VA max. at 117 VAC
 System Busy: 80 VA max. at 117 VAC

Expansion Module
 System Idle: 72 VA max. at 117 VAC
 System Busy: 150 VA max. at 117 VAC

ENVIRONMENT REQUIREMENTS

Operating Temperatures: 32 to 104° Fahrenheit
 Relative Humidity: 5% to 90% non-condensing (maximum temperature)

Customer provided 20 ampere 117 VAC +/- volt isolated circuit is required for each cabinet along with a system ground.

CHURCH CIRCLE REALTY


 George H. Turner, President

to: Maryland Natl Bank

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
3633 KIRKING HIGHWAY
BALTIMORE, MD 21225

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STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... 12/11 1984.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 229108 in Office of W. GAGGETT LARKIN AA Md.
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
STERLOND S + LILLIAN I BOONE
Box 6SF HARLEN AVE
PASADENA, MD 2122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By HOUSEHOLD FINANCE CORPORATION
Secured Party

By
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
#07588 C040 R01 109:27
DEC 20 84



1984 DEC 20 AM 10:18

25
2001

Mailed to Secured Party

Form 91 MD (3-79)

(14304)

80715-1

HOUSEHOLD FINANCE CORPORATION
AND SURETY COMPANY
5639 FORTGE HIGHWAY
BALTIMORE, MD 21225

BOOK - 480 PAGE 555

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

12/11 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 221953 in Office of W. GAVETT LAMMERS (Filing Officer) AA MD (County and State)
LIBEL 395 PAGE SIS

Debtor or Debtors (name and Address):

VERLEZZA, RUDOLPH M + GERHARDINE R.
805 BEAUMONT DRIVE
GLED BUREAU, MD. 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSEHOLD FINANCE CORPORATION
Secured Party

By [Signature] Its Branch Office Manager

Form 91 MD (3-79)

Mailed to Secured Party

RECORD FEE 10.00
POSTAGE #07589 C040 R01 109:27 .50
DEC 20 84

1984 DEC 20 AM 10:18

REGISTRATION DIVISION

100/50

#18009 A.A.Co.

FINANCING STATEMENT

NAME AND ADDRESS OF DEBTOR(S)
Charles A. Baer
Karen Baer
8125 Spaulding Circle
Severn, Maryland 21144

SECURED PARTY: C.I.T. FINANCIAL SERVICES, INC.
ADDRESS: 7310 Ritchie Hwy, Suite 203
P.O. Box 250
Glen Burnie, Maryland 21061

This FINANCING STATEMENT, presented for filing pursuant to the Uniform Commercial Code, covers the following types (or items) of property:

- Check proper box
- All of the household goods now located at Debtor's address shown above.
 - Motor Vehicles.
 - Other (describe).

FOR FILING OFFICER (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
 RECORD TAX 38.50
 POSTAGE .50
 #07590 0040 R01 109:28
 DEC 20 84

The underlying secured transaction being publicized by this financing statement is subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. The amount of initial principal debt is \$ 5,991.49.

SECURED PARTY:
C.I.T. FINANCIAL SERVICES, INC.

DEBTORS:

By: M.J. Jucice
(Authorized Agent)

Charles A. Baer
Charles A. Baer

Filing Officer is requested to note file number, date and hour of filing and return to Secured Party.

Karen Baer
Karen Baer



89-802 C (6-78) MARYLAND

\$51.00

RECEIVED IN RECORD
CLERK'S OFFICE, BALTIMORE COUNTY

1984 DEC 20 AM 10:18

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

12 00
38.50
.50

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251005

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Jay Cohen, D.C. 139 Old Solomons Island Road Annapolis, MD 21401		2 Secured Party(ies) and address(es) Trans Leasing International 3000 Dundee Road Northbrook, IL 60062	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE .50 #07595 0040 R01 T10:02 DEC 20 84
4 This financing statement covers the following types (or items) of property: One Rich Mar HV 20 physical therapy machine & ultrasound Not subject to recordation tax #84-3783-2612		5 ASSIGNEE OF SECURED PARTY Jefferson State Bank 5301 W. Lawrence Ave. Chicago, IL 60630	

6 Complete only when filing with Judge of Probate:
The initial indebtedness secured by the financing statement is \$

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Clerk of Court = Anne Arundel County, MD

By: Jay Cohen, D.C. Signature(s) of Debtor(s)

By: *[Signature]* Signature of Secured Party
Assistant Vice President

(STANDARD) (1) FILING OFFICER COPY - ALPHABETICAL 10.00

13.00
.50

Mailed to Secured Party

1984 DEC 20 AM 10:18
E. AUSTEY COLLISON
CLERK





TRANS LEASING INTERNATIONAL®

3000 Dundee Road, Northbrook, Illinois 60062 • Area Code 312-272-1000
800-323-1180 - TOLL FREE

LEASE NO: Always Refer To
813783-242

LESSEE
NAME: J. Cohen, D.C.
ADDRESS: 139 Old Salomons Island Rd.
CITY: Annapolis, MD 21401
STATE: MD
COUNTY:

NAME AND ADDRESS OF SUPPLIER
Total Orthopedic
8515 Ziggy Lane
Gaithersburg, MD 20877

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(CHECK ONE) CORPORATION PARTNERSHIP PROPRIETORSHIP

NAME AND PHONE # OF PERSON TO CONTACT: (301) 224-3387

SUPPLIER'S NAME AND PHONE #: Ellen Kucera (301) 792-7727

QUANTITY	DESCRIPTION MODEL NO., CATALOG NO., SERIAL NO. OR OTHER IDENTIFICATION	PRICE
1	Hi-volt physical therapy machine & ultrasound	\$ 2,395.00
1	Table	125.00
SALES TAX (IF APPLICABLE)		N/A

TERMS OF LEASE PAYMENT		EQUIPMENT LOCATION IF OTHER THAN ABOVE ADDRESS OF APPLICANT		TOTAL COST		\$ 2,520.00
LEASE PAYMENT				LESSEE'S DEPOSIT		
RENTAL TAX IF APPLICABLE		PAYMENTS WILL BE MADE	EFFECTIVE DATE OF LEASE	INITIAL TERM OF LEASE (No. Months)	NO OF LEASE PAYMENTS	RENEWAL TERMS RENTAL PAYABLE ANNUALLY IN ADVANCE
INSURANCE COST IF APPLICABLE		Mo				1ST MONTHS RENT SECURITY DEP
TOTAL PAYMENT PER PERIOD		X				\$ 0.00

TERMS AND CONDITIONS OF LEASE

- LEASE LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the EQUIPMENT Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as EQUIPMENT.
- RENTALS During and for the original term hereof LESSEE hereby agrees to pay LESSOR as and for rental of the EQUIPMENT the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the LEASE is executed by the LESSEE, the LESSOR shall insert the effective date of this LEASE which shall be the expected date of delivery of EQUIPMENT. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods as the effective date of this LEASE. All payments shall be made at the office of the LESSOR at 3000 Dundee Road, Northbrook, Illinois 60062, or as otherwise directed by the LESSOR in writing.
- SECURITY DEPOSIT At the LESSOR'S option any security deposit made hereunder may be applied by LESSOR to cure any default of LESSEE in which event LESSEE shall promptly restore the security deposit to its full amount as set forth above. IF ALL THE CONDITIONS HEREIN ARE FULLY COMPLIED WITH THE SECURITY DEPOSIT SHALL BE REFUNDED TO THE LESSEE WITHIN 30 DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR AT THE TERMINATION OF THE ORIGINAL TERM HEREOF OR OF ANY RENEWAL TERM.
- WARRANTIES LESSOR will request the supplier to authorize LESSEE to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to LESSEE or LESSOR. BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. The Lessee also acknowledges that the Lessor has made no representation or warranty of any kind, nature or description, express or implied, with respect to the Equipment.
- TERM AND RENEWAL The original term of this LEASE shall commence on the effective date as set forth above and shall terminate upon the expiration of the number of months, or other calendar periods, set forth above from said date. Provided LESSEE has carried out all the terms and conditions of this LEASE on LESSEE'S part to be kept and performed, LESSEE shall have the option to renew this LEASE for additional periods of one year each beginning the day following the date of termination of the original term of this LEASE and ending one year thereafter. Rentals during any such yearly renewal period shall be as indicated above and shall be payable in advance. During any such renewal period, all of the provisions of this LEASE shall govern except original term rental rates. Notice in writing of renewal shall be addressed to LESSOR at least 60 days in advance of the expiration of the original term hereof or of any subsequent renewal term.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON CANCELLABLE LEASE THIS 17 DAY OF 10 19 87

ACCEPTED 1/26/87
BY Annex Brown
TITLE asst. vice president

TRANS LEASING INTERNATIONAL Lessor

THE PARTIES BELOW EXECUTE THIS LEASE AS CO LESSEES HEREUNDER NAME OF LESSEES

1. J. Cohen D.C.
SIGNED BY [Signature]
TITLE owner Seal
(INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)
2. _____
SIGNED BY _____
TITLE _____ Seal
(INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)
SIGNED BY [Signature]
(INDIVIDUALLY WITH PERSONAL LIABILITY)

LEASE COPY - 4

6. **EQUIPMENT AND LIABILITY.** LESSOR, at the request of LESSEE, has ordered or shall order the EQUIPMENT described above from a supplier selected by LESSEE. LESSOR shall not be liable for specific performance of this LEASE or for damages of, for any reason, supplier fails to accept such order or delays or fails to fill the order. LESSEE agrees to accept such EQUIPMENT and authorizes LESSOR to add the serial number of the EQUIPMENT to this LEASE.

LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any EQUIPMENT leased hereunder or the use or maintenance thereof, the repair, servicing or adjustment thereof, or for any delay or failure to provide any thereof, any interruption of service or loss of use of the EQUIPMENT, or for any loss of business or damage whatsoever and howsoever caused.

7. **ERRORS IN ESTIMATED COST.** As used herein, "actual cost" means the cost of LESSOR of purchasing and delivering the EQUIPMENT to LESSEE, including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth, which is an estimate, and each shall be adjusted proportionally if the actual cost of the EQUIPMENT differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten percent (10%) thereof, however, either party at its option may terminate this LEASE by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or the corrected rent.

8. **PLACE OF USE.** LESSEE shall keep the EQUIPMENT at its place of business as specified above. LESSEE covenants and agrees not to allow the use of the EQUIPMENT by other than the employees of the LESSEE and covenants and agrees not to rent or sublet the EQUIPMENT or any part thereof to others for their own use.

9. **USE AND RETURN OF EQUIPMENT.** The LESSEE shall exercise due and proper care in the use, repair and servicing of the equipment and at all times and at its expense shall keep and maintain the leased property in good working condition, order, and repair. The LESSEE shall make no alteration to the leased property without the prior written consent of the LESSOR. Upon the expiration or termination of this LEASE, LESSEE at its sole expense shall forthwith properly pack and return the EQUIPMENT to LESSOR, at such place designated by LESSOR within the Continental United States, in the same condition as when received by LESSEE, reasonable wear and tear alone excepted. All replacement parts, additions and accessories incorporated in or affixed to the EQUIPMENT after the commencement of this LEASE shall become the property of LESSOR.

10. **INSURANCE.** LESSEE shall at its own expense keep the EQUIPMENT insured against such risks, in such amounts, including the amount of the replacement value of the EQUIPMENT, as and with such companies as LESSOR shall determine. Said insurance shall provide for loss, if any, payable to the LESSOR by the LESSEE. LESSEE shall have no Pro Rata interest in any such policies or the proceeds thereon. Subject to the provisions of paragraph 10 with regard to risk of loss, and without limiting such provisions in the case of any loss or damage covered by insurance, and only to the extent that such loss or damage is covered by such insurance, the proceeds of such insurance shall be applied, at the option of LESSOR, (a) toward the replacement, restoration or repair of EQUIPMENT which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE for rent hereunder. In the event the LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged EQUIPMENT, this LEASE shall continue in full force and effect. In the event the LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations for rent hereunder, the LESSEE'S obligations for or the rent hereunder shall be reduced by the amount of such insurance proceeds, but the LESSEE shall be liable for any additional costs due. Such reduction of rent shall be allocated solely to the item or items lost, stolen, damaged or destroyed.

11. **TAXES.** The LESSEE shall pay all taxes and assessments (and interest and penalties, if any, thereon) which may be levied, directly or indirectly, against the EQUIPMENT or any interest therein or with respect to the ownership, possession or use thereof, whether such taxes are levied against the LESSOR or the LESSEE. Such taxes to be paid by the LESSEE shall include, without limitation, property, sales, rent, lease, and use taxes and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes payable by the LESSOR. If such taxes are levied against the LESSOR, it shall notify the LESSEE of such fact. The LESSOR shall have the right, but not the obligation, to pay any such taxes, whether levied against the LESSOR or the LESSEE. In such event the LESSEE shall reimburse the LESSOR therefor within five days after receipt of invoice and for the failure to make such reimbursement when due the LESSOR shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

12. **TITLE.** All said EQUIPMENT shall remain personal property and the title thereto shall remain in the LESSOR, exclusively. LESSEE shall keep the EQUIPMENT free from any and all liens and encumbrances. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting the EQUIPMENT and shall indemnify and save LESSOR harmless from any loss or damage caused thereby.

13. **FILING.** LESSEE hereby authorizes LESSOR to file this LEASE, any financing statements or security agreements with respect to the EQUIPMENT or any collateral provided by LESSEE to LESSOR prior to or following LESSOR'S acceptance of this LEASE in any state of the United States. LESSEE further authorizes LESSOR to file such LEASE, financing statement or security agreement without the signature of LESSEE thereon. LESSEE shall execute such supplemental instruments and financing statements if LESSOR deems such to be necessary or advisable and shall otherwise cooperate to defend the title of the LESSOR by filing or otherwise.

14. **RIGHT OF INSPECTION.** The LESSOR, its agents, dealers, and representatives, shall have the right at any time during usual business hours to inspect the EQUIPMENT and for that purpose to have access to the location of the EQUIPMENT.

15. **NON-WAIVER.** LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. LESSOR'S rights hereunder are cumulative and not alternative.

16. **POSSESSION.** LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of said EQUIPMENT free from all encumbrances, and that, conditioned upon LESSEE performing the conditions hereof, LESSEE shall peacefully and quietly hold and use the EQUIPMENT during said term without hindrance.

17. **DEFAULT.** If LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any other provision of this LEASE required to be observed, kept or performed by LESSEE, or if LESSEE ceases doing business as a going concern, or if a petition is filed by or against LESSEE under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement), or if a receiver is appointed for LESSEE or its property, or if LESSEE commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness, or if LESSEE, without LESSOR'S prior consent, attempts to remove in sell or transfer or encumber or sublet or part with the possession of said EQUIPMENT, or if LESSOR deems itself insecure, then LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE. (b) To sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent due and to become due during the term of this LEASE, as well as all attorneys' fees and other expenses incurred by LESSOR in an attempt to enforce the provisions of this LEASE. (c) To sue for and recover damages for the LESSEE'S default, or (d) To take possession of any or all items of EQUIPMENT without demand or notice whenever same may be located without any Court Order or other process of law. Upon taking possession of any or all items of EQUIPMENT, the LESSOR at its option may (i) lease repossessed EQUIPMENT or any part thereof to any third party on such terms and conditions as the LESSOR may determine or (ii) sell the EQUIPMENT or any part thereof to the highest bidder at public auction or at private sale and may credit the amount so realized less all expenses, including attorney's fees, incurred in connection with such disposition to the unpaid balance of rent due and to become due and hereunder. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this LEASE and shall not relieve LESSEE of its original obligation hereunder unless LESSOR expressly so notifies LESSEE in writing. In addition, the LESSOR shall have upon default such other and further remedies and rights as may be available at law by reason of the LESSEE'S default.

18. **ASSIGNMENTS.** Neither this LEASE or the LESSEE'S rights hereunder shall be assignable by the LESSEE herein except with LESSOR'S written consent. LESSOR shall have the right to assign this LEASE or any part thereof. If LESSOR assigns the rents reserved herein or all or any of the LESSOR'S other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rentals as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to Assignee by LESSEE whether or not this LEASE is terminated by operation of law or otherwise including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. On receipt of notification of such assignment, LESSEE, subject to its rights hereunder, shall become the pledgeholder of the EQUIPMENT for an or behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE, on receiving notice of any such assignment, shall abide thereby and make payments as may therein be directed. Following such assignments, the term "LESSOR" shall be deemed to include or refer to LESSOR'S Assignee, provided that no such Assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall look only to LESSOR for performance thereof.

19. This lease and every part thereof, shall be binding upon the LESSEE, and upon the heirs, legal representatives, successors, and assigns of the LESSEE, and shall inure to the benefit of the LESSOR, its successors, legal representatives and assigns.

20. **LIABILITY.** LESSEE shall indemnify and save LESSOR harmless from any and all claims, actions, proceedings, expenses, damages and liabilities including attorney's fees arising in connection with the EQUIPMENT including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing, return and any acts of the LESSEE in failing to maintain the EQUIPMENT IN GOOD REPAIR.

21. **RISK OF LOSS.** LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the EQUIPMENT from any cause whatsoever and in loss, theft, damage or destruction of EQUIPMENT shall relieve LESSEE of the obligation to pay rent or any other obligation of this LEASE and this LEASE shall remain in full force and effect. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatever to any item of EQUIPMENT (unless the same is damaged beyond repair), LESSEE, at the option of LESSOR, shall at LESSEE'S expense (a) place the same in good repair, condition and working order, or (b) replace the same with like EQUIPMENT of the same or later model in good repair, condition and working order. If the EQUIPMENT, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the LEASE, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be. Upon such payment this LEASE shall terminate with respect to the EQUIPMENT or items thereof so paid for, and LESSEE thereupon shall become entitled thereto as is where is, without warranty, express or implied, with respect to any matter whatsoever.

22. **MISCELLANEOUS.** All notices relating hereto shall be mailed to LESSOR or LESSEE at its respective address above shown or at any later address last known to the sender. This LEASE is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of LESSEE'S right of possession and/or the taking of possession by LESSOR or for any other reason. If more than one LESSEE is named in this LEASE, the liability of each shall be joint and several.

Delinquent installments of rental shall bear interest at the highest lawful rate. If LESSOR supplies LESSEE with labels, LESSEE shall label any and all items of EQUIPMENT and shall keep the same affixed in a prominent place. Labels shall bear the legend "Property of Trans Leasing International, LESSOR." In the event this lease is placed in the hands of an attorney to recover any monies due and to become due hereunder and/or for the possession of the equipment, lessee shall pay to lessor the sum of 15% of the balance due hereunder, if permitted by law, as attorney's fees, and in no event less than \$50.00.

23. This agreement shall be deemed to have been made and executed in Cook County, Illinois, regardless of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Illinois. The LESSEE hereby designates Larry Grossman, 3000 Dundee Road, Northbrook, Illinois 60062 as agents for the purpose of accepting service of any process within the State of Illinois, and the said agent agrees to forward by certified mail any process served upon him to the LESSEE at its address as set forth above.

24. **SEVERABILITY.** If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

25. **ENTIRE AGREEMENT, WAIVER.** This instrument constitutes the entire agreement between the parties. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term hereof. No waiver by LESSOR of any provision hereof shall constitute a waiver of any other matter.

STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fees, and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" X 8" or 8" X 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgement.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
1. Debtor(s) (Last Name First) and address(es) Eastport Yacht Sales, Inc. 222 Severn Ave. Annapolis, MD 21403	2. Secured Party(ies) and address(es) Jeanette Ludwig c/o Joel L. Solomon 2342 Citation Court Reston, VA 22091	RECORD FEE 10.00 POSTAGE .50 #07597 C040 R01 T10:04 DEC 20 84
4. This statement refers to original Financing Statement bearing File No. <u>Book 457 Page 217</u>		
Filed with _____ Date Filed <u>December 21</u> 19 <u>82</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input checked="" type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

A thirty-five (35) foot sail vessel known as a Young Sun 35 (a/k/a Annapolis 35) Hull No. 87.

No. of additional Sheets presented: _____

Joel L. Solomon, designated agent for Jeanette Ludwig

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Joel L. Solomon Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1984 DEC 20 AM 10:18

E. AUBREY COLLISON
CLERK

10⁰⁰/₅₀

MP

MARYLAND FINANCING STATEMENT

BOOK - 480 PAGE 561

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the
Uniform Commercial Code:

201305

1. LESSEE Cardinal Industries, Inc.
(Name or Names)
8220 Ritchie Highway, Pasadena, Md. 21122
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Northfield Savings & Loan Assoc., Inc.
(Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
One Canon, NP155, Copier

RECORD FEE 11.00
POSTAGE .50
#07598 C040 R01 T10:05
DEC 20 84

1984 DEC 20 AM 10:18
E. JOPP RD. BALTIMORE, MD. 21234

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Cardinal Industries, Inc.
By: [Signature]
GEORGE R. JUSTUS
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature]
Gordon T. Hill
President
(Type or print name of person signing)

Return to: Northfield Savings & Loan
1844 E. Joppa Rd.
Baltimore, MD 21234
Attn: Ron Jobson

11/00/50

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Bank Note No.
1. Debtor(s) (Last Name First) and Address(es): Ronzetti Mortgage & Investment Corporation 2126 Epsy Court Suite C Crofton, Maryland 21114	2. Secured Party(ies) Name(s) And Address(es):  AMERICAN SECURITY BANK, N.A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D. C. 20013	4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 11.00 POSTAGE .50 #07599 C040 R01 T10:05 DEC 20 84	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) All mortgage servicing, service contracts and rights to perform mortgage servicing, whether now or hereafter owned or held by the Debtor, and all proceeds thereof.		5. Assignee(s) of Secured Party, Address(es):	
<input checked="" type="checkbox"/> Proceeds - <input type="checkbox"/> Products of the collateral are also covered.		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	
8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.] RONZETTI MORTGAGE & INVESTMENT CORPORATION		AMERICAN SECURITY BANK, N.A.	
By <u>Thomas A. Ronzetti</u> Thomas A. Ronzetti, (or Assignor(s)) President	By <u>[Signature]</u> Secured Party(ies) [or Assignee(s)]	FINANCING STATEMENT	
FORM #6 43		UCC-1	

1100
2011
.50

1984 DEC 20 AM 10:18
E. AUBREY COLLISON
CLERK

Mailed to Secured Party


751953

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Valco Brokerage 211 Duke of Gloucester Street Annapolis, Md. 21401	2 Secured Party(ies) and Address(es) Truck & Bus Group GMC Truck & Coach Operation General Motors Corporation 7667 Pulaski Highway Baltimore, Maryland 21237	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #07600 C040 R01 T10:06 DEC 20 84
4 This financing statement covers the following types (or items) of property: 1985 GMC TC7D042 Cab & Chassis, Serial # 1GDL7D1BXFV510072 Morgan 22 ³ Dry Freight Van Body model # VSD91/22 DOCUMENT NOT SUBJECT TO RECORDATION TAX.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P. O. Box A College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented:

Filed with: County

By: Daniel Cohen (Owner)
 Valco Brokerage
 Daniel M. Cohen
 Signature(s) of Debtor(s)

By: R. C. Pace
 Signature(s) of Secured Party(ies): Business Mgr.

12.00/50

603469 Rev. 12-80

RECORDED & INDEXED
 1984 DEC 20 AM 10:18
 E. AUREY COLLISON
 CLERK

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

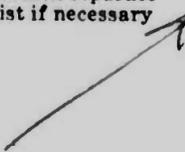
Pressley, David, J.

347 Magnolia Terrace
Baltimore, Maryland 21221

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: 83 Forest Plaza, Annapolis, Md. 21401

Attach separate list if necessary



- 1. This Financing Statement covers the following types (or items) of property (the collateral):

See Attachment A & B

RECORD FEE 13.00
#07602 C040 R01 T10:07
DEC 20 84

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

David J. Pressley
David J. Pressley

First National Bank of Maryland

Kathy F. Pressley Kathy F. Atkins
Kathy F. Pressley, AKA Kathy F. Atkins

BY *Margaret R. Anderson*
Margaret R. Anderson, Loan Officer

FNB 0850-A

Type or print names under signatures

Mailed to Secured Party

1300

RECEIVED FOR RECORD

1984 DEC 20 AM 10:18



E. AUBREY COLLISON
CLERK

BOOK - 480 PAGE 565

ATTACHMENT A

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

KA KP. D.P.

BOOK - 480 PAGE 566

ATTACHMENT B

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in : (1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described Inventory; (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

KA KA D.P

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT
Liber

Roll No. 457

Page No. 247

Identification No. 245516

Dated December 22, 1982

1. Debtor(s) { Arrow Optical, Inc. Douglas J. Corby and Leslie B.
 Name or Names—Print or Type Corby, his wife
 6655 Belair Road 4410 Bayonne Avenue
 Address—Street No., City - County State Zip Code
 Baltimore, Md. 21206 Baltimore, Md. 21206

2. Secured Party { Annapolis Opticians, Inc.
 Name or Names—Print or Type
 9159 Reisterstown Road, Owings Mills, Maryland 21117
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 10.00
#07605 0040 R01 T10:10
DEC 20 84

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

1984 DEC 20 AM 10:19
E. ADAMS & COLLISON
CLERK

Paid in Full

Annapolis Opticians, Inc.

Name of Secured Party

Harvey Shear President

Signature of Secured Party

Harvey Shear, President

Type or Print (Include Title if Company)

Harvey Shear

Harvey Shear, individually

Dated: _____

To filing officer:
After filing, return to Alan P. Zukerberg, Zukerberg & Kahn,
213 St. Paul Place, Baltimore, Maryland 21202

Lucas Bros. Form T-1

1000

BJ2501 CQ34

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) TAYLOR, Presley S., Jr. 905 N.B. Rt. 3, North Lane Gambrills, MD 21054	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Reswarch Blvd Rockville, Maryland 20850
--	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 NEW FORD A-66 WHEEL LOADER, SER.#R503908.

Sec P.T.

RECORD FEE 11.00
POSTAGE .50
#07611 C040 R01 T10:16
DEC 20 84

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional Sales from Gateway Ford Tractor

Filed with:

Clerk of the Court

Presley S. Taylor Jr
PRESLEY S. TAYLOR, JR.
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company
(NAME OF SECURED PARTY)

BY: *T.D. Sterling*
T. D. Sterling, Asst. Branch Manager

PRINTED IN U.S.A.

Mailed to Secured Party

1984 DEC 20 AM 10:19

E. ROBERT COLLISON
CLERK

11.00 / .50

BOOK - 480 PAGE 569

FINANCING STATEMENT

AAG. FIS
Ready

255002

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: STONE-SNYDER GENERAL PARTNERSHIP
838 Ritchie Highway, Suite 4
Severna Park, Maryland 21146
2. NAME AND ADDRESS OF SECURED PARTY: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Northwest and Calvert Streets
Annapolis, Maryland 21401
3. NAME AND ADDRESS OF ASSIGNEE: STATE NATIONAL BANK OF
MARYLAND
11616 Rockville Pike
Rockville, Maryland 20852

4. This Financing Statement covers the following property (the "Security"):

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located, or contained in or attached to, the real property located in Anne Arundel County, Maryland, described on Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property, improvements and building materials and fixtures being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others; together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof; and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith. The Real Property is also described in a certain Deed of Trust dated as of December 19, 1984 by the Debtor to Morton J. Frome and Steven M. Katz, trustees (the "Deed of Trust"). The Real Property and all of the other property described in paragraphs 4(a) and 4(b) of this Financing Statement are hereinafter referred to collectively as the "Property."

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a

23/8

1984 DEC 20 PM 1:33
F. A. COLLISON
DEC 20 84

result of, in connection with, or in lieu of (i) any taking of any portion of the Real Property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage, or decrease in value of, the Property or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases, both now in existence or hereafter entered into with respect to the Real Property; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms; reserving in the Debtor the right to collect and receive the same until there is a default under any of the Documents (as defined in the Financing Agreement hereinafter defined).

5. Proceeds and products of the Security are also covered.

6. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to the Secured Party (and assigned by the Secured Party to the Assignee) under and pursuant to the Facility Financing Agreement dated as of December 19, 1984 (the "Financing Agreement") by and among the Debtor, the Secured Party, the Assignee and State National Bank of Maryland, a national banking association, as escrow agent (the "Escrow Agent") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement and as security for the Secured Party's Anne Arundel County, Maryland Industrial Development Revenue Bond (Stone-Synder General Partnership Project), 1984 Series, dated as of December 19, 1984, in the principal amount of \$1,500,000 (the "Bond"), issued pursuant to, and in accordance with, the Maryland Economic Development Revenue Bond Act, Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland, (1982 Replacement Volume, 1984 Cumulative Supplement), which Bond and the interest thereon does not constitute an indebtedness or a charge against the general credit or taking powers of the Secured

BOOK - 480 PAGE 571

Party within the meaning of any constitutional or charter provision or statutory limitation, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

STONE-SNYDER GENERAL PARTNERSHIP

By: *George S. Snyder*
George S. Snyder *STONE*
General Partner

By: *Charles S. Snyder*
Charles S. Snyder
General Partner

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By: *O. James Lighthizer*
O. James Lighthizer,
County Executive

Assignee:

STATE NATIONAL BANK OF MARYLAND

By: *John G. Warner*
John G. Warner
Vice President

Please Return to: Mr. Kenneth R. Frappier
State National Bank of Maryland
11616 Rockville Pike
Rockville, Maryland 20852

AA2
17:03:12/17/84
42308-06

BOOK - 480 PAGE 572

Exhibit A

DESCRIPTION OF PROPERTY OF
FRANCES JEAN SCHULTE
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found at the end of the first line of that parcel of land described in the conveyance from Charles William Morlock and Lilly Pearl Morlock to Frances Jean Schulte, by deed dated March 26, 1959, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1284 at folio 59; thence leaving the point of beginning and running along the second line of the abovementioned conveyance and referring the courses of this description to the Maryland State Grid Meridian, North 35 degrees 25 minutes 55 seconds West, 156.16 feet to a point on the southeasterly side of a 30-foot road for use in common, said point also being at the beginning of the first line of that parcel of land described in the conveyance from George C. Reich and Mary L. Reich to Frances Jean Schulte, by deed dated April 24, 1971, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2483 at folio 822; thence leaving the outline of the first abovementioned conveyance and running across the said 30-foot road for use in common and binding along the first line of the second abovementioned conveyance, North 35 degrees 25 minutes 55 seconds West, 175.60 feet to a point on the southeasterly side of a 45-Foot Private Common Use Right-of-Way, as shown on the record plat entitled "Property of SEVERNA PARK GOLF CENTER, INC.", recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 74 at page 7; thence running along the said southeasterly side of the abovementioned 45-Foot Private Common Use Right-of-Way and binding along the second and third lines of the second abovementioned conveyance, North 61 degrees 08 minutes 28 seconds East, 52.48 feet and North 45 degrees 33 minutes 28 seconds East, 22.44 feet to a point on the easterly side of the abovementioned 30-foot road for use in common;

thence leaving the said easterly side of the last mentioned 30-foot road for use in common and also leaving the outlines of the second abovementioned conveyance and running along the fifth line of the first abovementioned conveyance and binding along the abovementioned southeasterly side of a 45-Foot Private Common Use Right-of-Way, North 45 degrees 33 minutes 28 seconds East, 154.98 feet to a point on the southwesterly side of Governor Ritchie Highway; thence running along the said southwesterly side of Governor Ritchie Highway and binding along the sixth line of the first abovementioned conveyance, South 35 degrees 25 minutes 55 seconds East, 353.52 feet; thence leaving the said southwesterly side of Governor Ritchie Highway and binding along the first line of the first abovementioned conveyance, South 54 degrees 34 minutes 05 seconds West, 227.53 feet to the point of beginning; containing 1.761 acres of land, more or less.

BEING all that parcel of land described in the conveyance from Charles William Morlock and Lilly Pearl Morlock to Frances Jean Schulte, by deed dated March 26, 1958, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1284 at folio 59.

ALSO BEING all that parcel of land described in the conveyance from George C. Reich and Mary L. Reich to Frances Jean Schulte, by deed dated April 24, 1971, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2483 at folio 822.

Kenneth R Frappier

RAC. F/S
RECORDS

BOOK - 480 PAGE 574

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Northwest and Calvert Streets
Annapolis, Maryland 21401
2. Secured Party: STATE NATIONAL BANK OF MARYLAND
11616 Rockville Pike
Rockville, Maryland 20852

251001

3. This Financing Statement covers the following property (the "Security"):

The interest of the Debtor in and to (a) all of the Debtor's right, title and interest in and to and remedies under, and all moneys payable by the Borrower (hereinafter defined) to the Debtor, pursuant to the the Financing Agreement (hereinafter defined) and all other revenues of the Debtor attributable to the financing of the Facility (hereinafter defined) including (without limitation) any moneys realized from the sale of any security for the Loan (hereinafter defined); excepting any amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for any expenses incurred by or on behalf of the Debtor in connection with the financing of the Project, or for the purpose of indemnifying the Debtor under the terms and provisions of the Financing Agreement, or taxes and similar charges levied generally by the Debtor and (b) any and all moneys which are at any time or from time to time on deposit in the Escrow Fund established in the Financing Agreement.

4. Proceeds and products of the Security are also covered:

5. This Financing Statement gives notice of and perfects the security interest granted by the Debtor to the Secured Party under and pursuant to the Facility Financing Agreement dated December 19, 1984 (the "Financing Agreement") by and among the Debtor, the Secured Party, Stone-Snyder General Partnership, a Maryland general partnership (the "Borrower") and State National Bank of Maryland, as Escrow Agent, relating to the Debtor's Anne Arundel County, Maryland Industrial Development Revenue Bond (Stone-Snyder General Partnership Project), 1984 Series, in the principal amount of \$1,500,000 (the "Bond"), issued and sold pursuant to and in accordance with the Maryland Economic Development Revenue Bond Act, codified at Section 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1982 Replacement Volume, 1984 Cumulative Supplement), for the purpose of loaning the proceeds from the sale thereof (the "Loan") to the Borrower pursuant to the terms of the Financing Agreement, to finance a portion of the costs of the construction on a tract of land located at 844 Ritchie Highway at the intersection of Reich

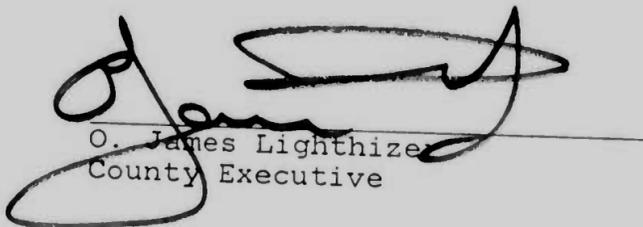
1100
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REC'D DEC 20 PM 1:33
STATE NATIONAL BANK OF MARYLAND
REC 20 84

Drive and Ritchie Highway in Severna Park, Maryland, of a two-story building consisting of approximately 25,600 square feet to be used as office space and leased to various tenants (the "Facility"). The Bond and the interest thereon do not constitute an indebtedness or a charge against the general credit or taxing powers of the Debtor within the meaning of any constitutional or charter provision or statutory limitation, and shall not ever constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

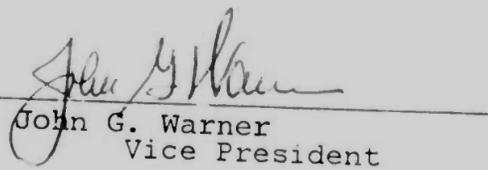
ANNE ARUNDEL COUNTY, MARYLAND


O. James Lighthize
County Executive

Secured Party:

STATE NATIONAL BANK OF
MARYLAND

By:


John G. Warner
Vice President

Please return to: Mr. Kenneth R. Frappier
State National Bank of Maryland
11616 Rockville Pike
Rockville, Maryland 20852

AA2
17:03:12/17/84
42308-06

TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

NOT TO BE

NOT SUBJECT TO

\$ _____

FINANCING STATEMENT

1984 DEC 20 PM 2:14
E. J. COLLISON

March Marine, Inc.

Name or Names—Print or Type
326 First Street Annapolis Anne Arundel Co. MD 21403
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

Charles Lockett
Name or Names—Print or Type
326 First Street Annapolis Anne Arundel Co. MD 21403
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases. **

4. If above described personal property is to be affixed to real property, describe real property.

** 3. All accounts receivable, sales proceeds and bank accounts and other funds of the Debtor.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00
POSTAGE .50
477548 1237 002 114:11
DEC 20 84

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
MARCH MARINE, INC.

SECURED PARTY:

(Signature of Debtor)
By: Charles Lockett

Type or Print
(Signature of Debtor)

(Company, if applicable)
(Signature of Secured Party)

Charles Lockett
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

115



MARYLAND NATIONAL BANK
We want you to grow.SM

254933

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court for Anne Arundel County

1984 DEC 20 PM 2:30
F. MARYLAND NATIONAL BANK
KPM

5. Debtor(s) Name(s) Address(es)
EMT X-Ray Associates 7331-B Ritchie Highway NE
Glen Burnie, Md. 21061

6. Secured Party Address
Maryland National Bank 7310 Ritchie Highway
Attention: Dolly Whitecotton Glen Burnie, Md. 21061

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

EMT X-Ray Associates
Edward S. Cohn (Seal)
Edward S. Cohn - Partner
Robert G. Lisk (Seal)
Robert G. Lisk - Partner
____ (Seal)
____ (Seal)

Secured Party
Maryland National Bank
M. Faye Hughes (Seal)
M. Faye Hughes, Branch Officer
Type name and title

13-00
105-00
DEC 20 1984

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

13-00
105-00
5

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a

Financing statement

- 1 Industrial Acoustics Company Model 402-A Audiometric Test Booth
- 1 Grason-Statler Model GSI-16 Clinical Audiometer
- 1 Biocooustics Two-Channel Sound Field System
- 1 Amplaid Model 702 Impedance Audiometer



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

254937

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Brown, Croft, and Frazier, P.A. Address(es) 100 Cathedral St., Suite 1
Annapolis, Md. 21401

6. Secured Party Maryland National Bank Address 1713 West St.
Annapolis, Md. 21401
Attention: Vickki Johnson

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Brown, Croft and Frazier, P.A. (Seal)

Secured Party
Maryland National Bank

By Vernon R. Croft, M.D., President (Seal)

Maureen Kenschel (Seal)

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

113

RECORDED
1991 DEC 20 PM 2:30
E. J. COLLISON

RECORDATION FEE 11.00
POSTAGE .50
#77569 0217 102 714124
DEC 20 84

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records
- 2. To Be Recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
RJO Enterprises, Inc. **2126 Espey Court**
Crofton, Maryland 21114

6. Secured Party Address
 Maryland National Bank **1713 West Street**
 Attention **Janice B. Marcellas** **Annapolis, Maryland 21401**

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

RJO Enterprises, Inc.

[Signature] **PRESIDENT**
 (Seal)
Richard J. Otero, President

Secured Party
 Maryland National Bank

 (Seal)

[Signature]

Janice B. Marcellas, Manager
 Type name and title

 (Seal)

 (Seal)

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

RECORDED
 1991 DEC 20 PM 2:30
 KP

RECORD FEE 11.00
 STATE FEE 50.00
 TOTAL 61.00
 11/20/84

ASSIGNMENT OF U. S. GOVERNMENT CONTRACT

BOOK - 400 PAGE 581

RE: Contract No. F33600-84-G-0354

KNOW ALL MEN BY THESE PRESENTS:

THAT RJO ENTERPRISES, INCORPORATED, a corporation of the State of Maryland having its principal place of business at 2126 Espey Court, Crofton, Maryland, 21114, in consideration of financial accommodations provided or to be provided, and for other good and valuable consideration, receipt whereof is hereby acknowledged, and pursuant to the provisions of the Assignment of Claims Act of 1940, DOES HEREBY assign, set over, transfer and convey to Maryland National Bank, all its right, title and interest which it now has or may have in and to the monies due or to become due from the United State of America or from an agency or department thereof under Contract No. F33600-84-G-0354 by and between RJO Enterprises, Inc. and the United States Air Force, Wright-Patterson Air Force Base, by which Agreement RJO Enterprises is obligated to perform certain specialized systems engineering support to both the Automated Technical Order System Project and the Technology Repair Center T.O. Distribution System Project, to insure that all programmatic documentation is developed, that associated analyses and studies are conducted and that prime-hardware/software vendor efforts are validated and verified throughout the implementation process for both of these Projects (all of which support is more fully described in a Statement of Work attached to the aforementioned Contract as Exhibit A), and in accordance herewith RJO Enterprises, Inc. DOES HEREBY authorize Maryland National Bank to receive and collect any amount or amounts due or to become due thereunder, and to receive and collect the same as fully and to the same extent as if said monies were its own funds and to apply said monies first to repayment of any loan or loans now or hereafter existing made by Maryland National Bank to RJO Enterprises, Inc. and to the interest thereon and to any other indebtedness of said company to said bank now existing or which may hereafter be incurred.

IN WITNESS WHEREOF the Undersigned has set its hand and seal hereunto this 31 day of October, 1984.

RJO ENTERPRISES, INC.

By:

Title:

[Handwritten Signature]
President

STATE OF MARYLAND, ss:

JANICE B. MARCELLAS Notary Public in and for the state of Maryland, do hereby certify that RICHARD J. OTERO, who is personally well known to me as the person whose name is subscribed in the foregoing Assignment bearing date on the 31st day of OCTOBER, 1984, and hereunto annexed, personally appeared before me in said state and acknowledged the same to be the act and deed of RJO Enterprises, Inc., the assignor therein.

Given under my hand and seal this 31st day of OCTOBER 1984.

My Commission Expires: 7-1-86

[Handwritten Signature]
Notary Public



BOOK - 480 PAGE 582

MARYLAND NATIONAL BANK
We want you to grow.SM

254996

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

1984 DEC 20 PM 2:30
E. J. COULSON

5. Debtor(s) Name(s) Address(es)
 Product Services, Inc. 153 Mayo Road
 Edgewater, Md. 21037

6. Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: Vikki Johnson Annapolis, Md. 21101

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Billie R. Kerr (Seal)
Billie R. Kerr - V. President & Sec.

William D. Kerr (Seal)
William D. Kerr - Chairman of the Bd.

(Seal)

(Seal)

Secured Party
Maryland National Bank

Maureen Konschnik (Seal)
Maureen Konschnik - Commercial Banking Officer
Type name and title

RECORDATION FEE 11.00
POSTAGE .50
371570 0237 MD 114:26
DEC 20 84

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

Mailed to Secured Party

1150



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

254997

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at Anne Arundel County
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

1984 DEC 20 PM 2:30

5. Debtor(s) Name(s) Address(es)
 Downs, Wayson & Klos PO Box 428
 Annapolis, MD 21401

6. Secured Party Address
 Maryland National Bank
 Attention: M. Konschnik 1713 West Street
 Annapolis, MD 21401

RECORDED
MORTGAGE
427571 1984 DEC 20 11:41 AM '84

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

_____(Seal)
 Downs, Wayson & Klos
 By Thomas M. Downs, President (Seal)

Secured Party
 Maryland National Bank
Maureen Konschnik (Seal)

_____(Seal)
 _____(Seal)

Maureen Konschnik Commercial Banking Officer
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11/50

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): HUBERS BUS SERVICE, INC.
Address: 103 Wells Ave.
Glen Burnie, Md. 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~XXXXXXXXXXXX~~
~~Silver Spring, Maryland XXXXX~~
7984 Crain Highway
Glen Burnie, Md. 21061

3. This Financing Statement covers the following types (or items) of property:

1984 Thomas Body School Bus
Serial #IHVLPUXM6EHA67216

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s):
William J. Hubers, Pres.
.....
HUBERS BUS SERVICE, INC.
WILLIAM J. HUBERS, PRES.
.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Jeanette C. Bonadio*
JEANETTE C. BONADIO, Br. MANAGER
.....
Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

SEND TO: _____

RECORDED
INDEXED
1984 DEC 20 PM 3:48
E. AUGUSTE GULLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
477508 1237 R02 T15439
DEC 20 04

1150

254939

BOOK - 480 PAGE 585

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Aero-Tek, Inc.
95 Aquahart Road
Glen Burnie, Md. 21061

2 Secured Party(ies) and address(es)

Suburban Bank
6610 Rockledge Dr.
Bethesda, Md. 20817

For Filing Officer (Date, Time, Number, and Filing Office)

Anne Arundel County

4 This financing statement covers the following types (or items) of property:

All Accounts Receivable now owned and hereafter acquired wherever located as more fully defined in attached Schedule A.

ASSIGNEE OF SECURED PARTY

RECORDED FEE 13.00
STATE 30
ATTORNEY COST \$15.00
DEC 20 84

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

Aero-Tek, Inc.

Suburban Bank

By:

James C. Davis, Vice President

By:

David H. Nelson, A.B.L. Loan Officer

1 Filing Officer Copy - Alphabetical

1994 DEC 20 PM 3:58

(Circular stamp)

Handwritten initials

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the debtor; all other obligations or indebtedness owed to debtor from whatever source arising; all rights of debtor to receive any Payment in money or kind; all Inventory, raw materials, goods held for sale, lease or on consignment, packaging materials; all proceeds and products of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all of the debtor's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; all guarantees or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all books of account and documents related thereto; copyrights, trademarks, trade names, good will, trade secrets and patents now owned or hereafter acquired by the debtor; all customer lists and other documents containing the names, addresses and other information regarding the debtor's customers, subscribers or those to whom the debtor provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software or any or all of the above-mentioned items.

Proceeds and products of all of the above are also covered by this Financing Statement as are any or all of the above now owned or hereafter acquired by the debtor.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the debtor.

Mailed to Secured Party

0233J

BOOK - 480 PAGE 587

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code, to be recorded among the Land and Financing Statement Records of Baltimore City and Anne Arundel County, Maryland, and among the Financing Statement Records of The State Department of Assessments and Taxation of Maryland.

255000

This transaction is not exempt from the recordation tax. The Principal amount of the debt initially incurred is \$32,515.43. Recordation Tax on that amount has been paid with the State Department of Assessments and Taxation of Maryland.

FINANCING STATEMENT

1. DEBTOR: RITCHIE HIGHWAY SUBWAY, INC.
Suite 403,
36 South Charles Street
Baltimore, Maryland 21201
and
7428 Ritchie Highway
Glen Burnie, Maryland 21061
2. SECURED PARTY: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
409 Washington Avenue
Towson, Maryland 21204
Attn: Thomas W. Hodgins
3. This Financing Statement covers, and the DEBTOR hereby grants the SECURED PARTY a security interest in, the following collateral:

All of the DEBTOR'S right, title, and interest in and to all of the tangible and intangible assets owned by the DEBTOR, wherever located, whether now owned or hereafter acquired by the DEBTOR, together with all replacements or substitutions and renewals thereof including but not limited to all of the following kinds and types of property:

- (i) Equipment;
- (ii) Fixtures;
- (iii) Goods;
- (iv) Inventory; and
- (v) All records relating to the above collateral

RECORD FEE 11.00
POSTAGE .50
H07701 C040 R01 110:13
DEC 21 84

The terms "Equipment", "Fixtures", "Goods" and "Inventory" as used shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended.

4. Some of the above-described personal property may be affixed to the real estate located in Anne Arundel County, Maryland

1984 DEC 21 AM 10:51

E. ANDREW COLLISON
CLERK

1108

BOOK - 480 PAGE 588

and more particularly known as 7428 Ritchie Highway,
Glen Burnie, Maryland 21061. Record Title to the real
estate is held by Helen B. Feldman and Stanley H. Blumberg, in-
dividually and as Trustees.

- 5. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

RITCHIE HIGHWAY SUBWAY, INC.

BY: Scott T. Rosenman (SEAL)
SCOTT T. ROSENMAN, President

DATE: December 18, 1984

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Lawrence F. Haislip, Esquire
Royston, Mueller, McLean & Reid
Suite 600
102 W. Pennsylvania Avenue
Towson, Maryland 21204-4575

Mailed to: _____

LFH/ml
12/18/84
0146s

BOOK - 480 PAGE 589

255007

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
Beeman, Steve Allan
Beeman, Nancy Lynn
Telegraph Rd
Severn, MD 21144
Anne Aurndel

2. Secured Party(ies) and address(es)
SHELTER AMERICA CORPORATION
14707 EAST 2nd AVENUE
AURORA, CO 80041
8175992

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#07708 C040 R01 T10:19
DEC 21 84

4. This financing statement covers the following types (or items) of property:

1974 CHAMPION.HOME.B 60' 0" x 12' 0" 394424D3833
ALL FURNITURE, EQUIPMENT AND APPLIANCES CONTAINED
THEREIN OR ATTACHED THERETO.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Steve Allan Beeman
Nancy Lynn Beeman
Signature(s) of Debtor(s)

SHELTER AMERICA CORPORATION
By: Susana A. McCullough
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

12.00 / .50

Mailed to Secured Party

RECEIVED
CLERK OF DISTRICT COURT

1984 DEC 21 AM 10:51

E. AVISON COLLISON
CLERK

12.00 / .50

ANNE ARUNDEL COUNTY

255003

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
\$ _____ AMOUNT OF

FINANCING STATEMENT

1. Debtor(s):
Stereo Equipment Sales, Inc. T/A Stereo Discounters
Name or Names—Print or Type Electronic World
7300 Ritchie Highway, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:
Suburban Bank
Name or Names—Print or Type
31 Light Street, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Attached

RECORD FEE 12.00
POSTAGE .50
#07711 0040 R01110:21
DEC 21 84

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

[Signature]
(Signature of Debtor)
RAYHOLD
Type or Print

(Signature of Debtor)
Type or Print

Suburban Bank
(Company, if applicable)
[Signature]
(Signature of Secured Party)
JOHN M. BLAKE
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Robert C. Fowler, Esquire
Melnicove, Kaufman, Weiner and Smouse, P.A.
36 South Charles Street, Suite 600
Baltimore, Maryland 21201-3060

Mailed to: _____

RECORDED
1984 DEC 21 AM 10:52
E. ADRIAN COLLISON
CLERK

12.00

TYPES (OR ITEMS) OF PROPERTY

BOOK - 480 PAGE 591

- A. All inventory, goods, merchandise or other personal property raw materials, parts, supplies, work in process and finished products intended for sale of every kind and description, whether now owned or hereafter acquired, in the custody or possession, actual or constructive, of Debtor, including insurance proceeds from insurance on any of the above, any returns upon any accounts and other proceeds, resulting from the sale or disposition of any of the foregoing, including without limitation, raw materials, work in process and finished goods, and including without limitation, any and all stereo, audio and video electronics equipment, components, and parts; and
- B. All accounts receivable, accounts, other receivables, contract rights, chattel paper, instruments and documents, and notes, any other obligations or indebtedness owed to Debtor from whatever source arising; all rights of Debtor to receive any performance or any payments in money or kind; all guarantees of the foregoing and security therefore; all of the right, title and interest of Debtor in and with respect to the goods, services, or other properties that give rise to or that secure any of the foregoing and insurance policies and proceeds relating thereto, and all rights of Debtor as an unpaid seller of goods and services, including but not limited to the rights to stoppage in transit, replevin, reclamation, and resale; and all of the foregoing whether now owned or existing or hereafter created or acquired.

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated December 31, 1984 is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JENKINS, Joseph H.
Address 3060 Perch Drive, Riva, MD 21140

2. SECURED PARTY

Name CAMPBELL, John C.
Address 4337 Farm House Lane
Fairfax, VA 22032

RECORD FEE 11.00
POSTAGE .50
#07715-0040 R01 110:27
DEC 21 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1975 28' Silverton FB/Sedan fiberglass hull #STN00346M75128
1975 225 HP each Chrysler gas engines #269722 & 269727

Home anchorage/winter: Annapolis, MD

1ST ASSIGNEE
FIRST COMMERCIAL CORPORATION
303 Second Street
Annapolis, MD 21403
2ND ASSIGNEE:
FIRST JERSEY NATIONAL BANK/
SOUTH
South Carolina & Atlantic Ave
Atlantic City NJ 08401

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to: _____

[Signature]
(Signature of Debtor)
JOSEPH H. JENKINS
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
JOHN C. CAMPBELL
Type or Print Above Signature on Above Line

RECORDED
1984 DEC 21 AM 10:52
E. ALLEN COLLISON
CLERK



Anne Arundel Co
12-6-84

December 12, 1984

John H. Norris & Sons, Inc.

BOOK - 480 PAGE 594

SCHEDULE A

110' X 30' X 7'6" Steel Barge, Built by Nashville Bridge & Structure Co.
Nashville, Tennessee.

Anne Arundel County
ACC# 044-06-0000-480550

BOOK - 480 PAGE 595

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 240793 Dated December 11, 1981

Record Reference Liber 444 Page 556 RECORD FEE 10.00
POSTAGE .50

2. DEBTOR is:

Name: Dickinson & Heffner, Inc.
(Last Name First)

Address: P.O. Box 8691 BWI Airport Baltimore, Maryland 21240

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: 210 Guilford Ave. Baltimore, Maryland 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Company of Maryland

Date: December 5, 19 84

By: Charles Denbow
Charles Denbow (Title)
Consumer Loan Officer

012-1721-0537

Term - \$10.00
Postage .50
\$ 10.50

UNION TRUST CO. OF MD.
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

Mailed to:

J. M. HITCH

1984 DEC 21 AM 10:52

E. AUBREY COLLISON
CLERK

10.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 480 PAGE 596
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2947.79

If this statement is to be recorded in land records check here.

This financing statement Dated 12/12/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

755011

1. DEBTOR

Name THOMAS & GINETTE HOWARD
Address 104 BLISS LANE GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.
Address 7528 RITCHIE HWY GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 2 T.BV.
- 1 Stereo
- 1 Washer
- 1 Dryer
- 1 Microwave Oven
- 1 Refrig
- 1 Stove
- 1 Living Room SET
- 2 Bedroom Sets
- 1 Dining Room Set

RECORD FEE 12.00
 RECORD TAX 17.50
 POSTAGE .50
 #07721 0040 R01 T10:37
 DEC 21 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas E Howard
(Signature of Debtor)

THOMAS HOWARD
Type or Print Above Name on Above Line

GINETTE B. Howard
(Signature of Debtor)
GINETTE HOWARD
Type or Print Above Signature on Above Line

Mark Cavanaugh
(Signature of Secured Party)

MARK CAVANAUGH
Type or Print Above Signature on Above Line

Mailed to Secured Party

DEC 21 10:52

Kp

12.00
17.50
5

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any): _____

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. For Filing Officer (Date, Time, Number, and Filing Office)
<u>Programmed Security, Inc.</u>	<u>Farmers National Bank</u>	<u>10 November 1982</u>
<u>1804 West Street</u>	<u>of Maryland</u>	<u>10:40 AM</u>
<u>Annapolis, MD 21401</u>	<u>5 Church Circle</u>	<u>244946</u>
_____	<u>Annapolis, MD 21401</u>	<u>LIBER 455 PAGE 534</u>
_____	_____	<u>Circuit Court, Anne Arundel</u>
_____	_____	<u>County</u>

This statement refers to original Financing Statement No. 244946 LIBER 455 PAGE 534

Dated 10 November, 19 82.

RECORD FEE 10.00
POSTAGE .50

A. Continuation.

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release. . . #07773-0040 R01 713:59
DEC 21 84

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment.

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

Charles E. Toomey
Joyce C. Toomey
108 Solomons Island Road
Annapolis, MD 21401

Edward W. Digges, Jr.
Polly P. Digges
5295 Solomons Island Road
Lothian, MD 20711

D. Other.

PROPERTY:

- a. All accounts now owned and all accounts hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts.
- b. All inventory now owned and all inventory hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such inventory.
- c. All equipment now owned and all equipment hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such equipment.

Farmers National Bank of Maryland
BY: [Signature]
(Signature of Secured Party)

Dated: Dec 7, 19 84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY (84)

1984 DEC 21 PM 2:03

Wright and Wright, Attorneys
2024 West Street, Suite 400
P.O. Box 6488 Annapolis, MD 21401
Phone 266-5100

E. AUBREY COLLISON
CLERK
Mailed to: _____

10.05

205010

BOOK - 480 PAGE 599

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
COLUMBIA MEDICAL PLAN, INC.
5829 Banneker Road
Columbia, Maryland 21044

2. Secured Party(ies) and address(es)
ZIEGLER LEASING CORPORATION
215 North Main Street
West Bend, Wisconsin 53095

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#07808 0040 R01 11:05
DEC 26 84

4. This financing statement covers the following types (or items) of property:
Including, but without limitation, AT&T INFORMATION SYSTEMS, INC., telephone equipment and accessories, as more fully described in Exhibit "A" attached hereto, leased by Secured Party as Lessor to Debtor, as Lessee, under Master Lease #32110124 dated 9/13/84, Supplementary Schedule 05, dated December 1, 1984, as time to time may be amended or supplemented. Notwithstanding the filing of this financing statement, the parties to the above lease intend such to be a true lease, not a lease intended as security.

5. Assignee(s) of Secured Party and Address(es)
Sovran Leasing Corporation
P.O. Box 8765
Richmond, VA 23226

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) NOT SUBJECT TO RECORDATION TAX
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: Clerk of the Circuit Court - Anne Arundel County, Maryland

COLUMBIA MEDICAL PLAN, INC.

ZIEGLER LEASING CORPORATION

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-2

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 DEC 26 AM 11:18

E. AUBREY COLLISON
CLERK

11.00

EXHIBIT "A" TO:

UCC-2 Financing Statement, filed with the Clerk of the Circuit Court, Anne Arundel County, Maryland, with ZIEGLER LEASING CORPORATION as Secured Party, and COLUMBIA MEDICAL PLAN, INC., as Debtor, covering equipment leased under Master Equipment Lease No. 32110124, dated September 13, 1984, Supplementary Schedule 05 dated December 1, 1984.

The following equipment is located at 5829 Banneker Road, Columbia, Maryland, Howard County:

AT&T INFORMATION SYSTEMS, INC. Horizon Advanced PBX System, including:

16 Multi-Button Electronic Voice Terminals
56 Straight telephone sets
One 40-Button Central Answering Position
... and related circuit packs and attachments and accessories.

The following equipment is located at 2525 Riva Road, Annapolis, Maryland, Anne Arundel County:

AT&T INFORMATION SYSTEMS, INC. Horizon Advanced PBX System, including:

50W Paging System with twenty-one (21) ceiling speakers, eight (8) corridor speakers, seven (7) desk-top speakers; Loudspeaker Paging Access.

24 Multi-Button Electronic Voice Terminals
24 Straight telephone sets
One 40-Button Central Answering Position
... and related circuit packs and attachments and accessories.

The following equipment is located at Knoll North Drive, Columbia, Maryland, Howard County:

AT&T INFORMATION SYSTEMS, INC. System 85 PBX System, including:

100W Paging System with 162 ceiling speakers and nine (9) desk speakers;
300 Straight telephone sets
73 16-Button Electronic Voice Terminals
7 40-Button Electronic Voice Terminals
One Console with 1,800 direct station selection
... and related circuit packs and attachments and accessories.

**END
LIBER**